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1 PROCEEDINGS

2 EXAMINER WOODS: We'll go on the record.

3 I call for hearing Dockets 00 -0312 and
4 0313. These are petitions for arbitration filed by
5 Covad Communications and Rhythms Links, Inc..

6 This cause comes on for hearing July 6,
7 2000, before Donald L. Woods, duly appointed Hearing
8 Examiner, under the authority of the Illinois
9 Commerce Commission. The cause was set today for the
10 taking of evidence and testimony and the
11 cross-examination of witnesses, if any.

12 At this time I'd take the appearances of
13 the parties, please, beginning with the Applicants.

14 MS. HIGHTMAN: Carrie J. Hightman, Schiff Hardin
15 and Waite, 6600 Sears Tower, Chicago, Illinois 60606,
16 appearing on behalf of the Petitioners, Rhythms
17 Links, Inc. And Covad Communications Company.

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21 MR. DEANHARDT: Clay Deanhardt, on behalf of
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1 Santa Clara, California 95054.

2 MR. BINNIG: Christian F. Binnig and Kara K.
3 Gibney of the law firm of Mayer, Brown & Platt, 190
4 South La Salle Street, Chicago, Illinois 60603,
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6 MR. ASHBY: Danny Ashby and Van Van Bebbber of
7 the law firm of Hughes and Luce, 1717 Main Street,
8 Suite 2800, Dallas, 75201, appearing for Ameritech
9 Illinois.

10 MR. REED: Darryl Reed, Office of General
11 Counsel, 160 North La Salle, Suite C-800, Chicago,
12 60601, on behalf of the Staff of the Illinois
13 Commerce Commission.

14 EXAMINER WOODS: Okay. If we could get the
15 first witness to the dock. Mr. Brown just came in.
16 We'll let him get settled before we get started, and
17 we'll take his appearance at that time. No hurry.
18 Let's get the first witness up here and settled,
19 please.

20 MR. DEANHARDT: I think we're continuing with
21 Jacobson.

22 EXAMINER WOODS: Mr. Brown, do you want to enter

1 your appearance, please?

2 MR. BROWN: Yes. It's Craig Brown for Rhythms

3 Links, Inc.. The address is 9100 East Mineral

4 Circle, Englewood, Colorado 80112.

5 MR. DEANHARDT: I believe, Your Honor, we're --

6 EXAMINER WOODS: On redirect, correct?

7 MR. DEANHARDT: No. I believe we're on --

8 Covad had not done its cross-examination. I have a

9 very brief one.

10 EXAMINER WOODS: Go ahead.

11 ROBIN JACOBSON

12 called as a witness on behalf of the Ameritech

13 Illinois, having been previously duly sworn, was

14 examined and testified further as follows:

15 CROSS EXAMINATION

16 BY MR. DEANHARDT:

17 Q. Good morning, Ms. Jacobson. How are you?

18 THE WITNESS:

19 A. I'm fine. I was looking. Is it really

20 still morning? No, I guess it's afternoon.

21 Q. I'm from California.

22 A. So am I.

1 Q. It's morning for me.

2 A. So we're on the same time.

3 Q. Last week you went through a number of
4 detailed OSS issues with Mr. Bowen, and I want to
5 take a step back and look at it very quickly from a
6 higher level.

7 Now you are a witness here today because
8 you are addressing for Ameritech regulatory matters
9 related to SBC local telephone companies' OSS used by
10 CLECs. Is that correct?

11 A. Right.

12 Q. Now you are aware, are you not, that the
13 Telecom Act requires that Ameritech provide
14 nondiscriminatory access to network elements?

15 A. That's right.

16 Q. And you're also aware, aren't you, that
17 databases are specifically identified as network
18 elements in the Telecom Act itself?

19 A. No, I'm not aware of that.

20 MR. ASHBY: Objection. It calls for a legal
21 conclusion.

22 EXAMINER WOODS: I think she said she wasn't

1 aware anyway, so.

2 A. Yeah.

3 MR. DEANHARDT: Your Honor, may I approach the
4 witness?

5 EXAMINER WOODS: All right.

6 THE WITNESS: I need to go get my glasses.

7 EXAMINER WOODS: Okay.

8 THE WITNESS: I forgot that I'm probably going
9 to have to read. Excuse me.

10 (Pause in the proceedings.)

11 Q. Ms. Jacobson, I'm handing you a copy of 47
12 USC Section 153. Do you see where it says
13 Definitions?

14 A. Yes.

15 Q. And could you please look at subsection
16 29, the definition of network element?

17 A. Did you want me to read it?

18 Q. Please, if you see where it is, and if you
19 could please read it into the record for me.

20 A. Okay. "Section 29, Network Element. The
21 term network element means a facility or equipment
22 used in the provision of a telecommunications

1 service. Such term also includes features,
2 functions, and capabilities that are provided by
3 means of such facility or equipment, including
4 subscriber numbers, databases, signaling systems, and
5 information sufficient for billing and collection or
6 used in the transmission, routing, or other provision
7 of a telecommunications service."

8 Q. Thank you.

9 Now Ameritech has access to the back-end --
10 well, what you and Mr. Bowen refer to as the back-end
11 databases, does it not?

12 A. When you say Ameritech, what part of
13 Ameritech are you referring to?

14 Q. The company. Ameritech Illinois has
15 access to those databases, correct?

16 A. That would be my assumption.

17 Q. Well, do you know?

18 A. Well, I don't know absolutely, no. When
19 you lump them altogether, I don't know.

20 Q. So you don't know if Ameritech has access
21 to its own databases or not.

22 A. Well, I would have to assume that they

1 do.

2 Q. And Ameritech can use those systems for
3 any purpose that they want to, can't they?

4 A. I would again have to assume that that's
5 true.

6 Q. So they could use the databases, for
7 example, to perform network planning.

8 A. Possibly.

9 Q. And they could use the network to, for
10 example, -- or they could use the databases, for
11 example, to design outside plant.

12 A. I don't know what database would do that,
13 but.

14 Q. Well, but there's information in the
15 databases that tells you the makeup of the outside
16 plant. Correct?

17 A. I'm not sure that there's a database that
18 tells you that. I'm not -- I'm assuming we store
19 some of our information in databases, but we also
20 store a lot of our information about our plant and
21 our network on paper.

22 Q. So you're not familiar with the

1 information that your databases contain.

2 A. No, I'm not.

3 Q. But you're testifying as to whether or not
4 Covad should have access to databases that you don't
5 know what they contain?

6 A. No. What I'm testifying to is that Covad
7 should have access to the information contained in
8 the databases that they need in order to provision
9 local services.

10 Q. Well, but you don't know what information
11 that is, do you?

12 A. Not in total.

13 Q. Okay. And you don't know the information
14 that's in the databases, do you?

15 A. Not all of them.

16 Q. So if I went through a list of databases,
17 you couldn't say whether or not, in your opinion,
18 Covad would need that information to provision its
19 service, could you?

20 A. Well, I could make an assumption that
21 Covad was in the meetings for the advanced services
22 Plan of Record and identified the components of

1 service that they need and information that they
2 need, and that we've given them all the information
3 they've asked for.

4 Q. But that's not the question that I asked.
5 If we walked through the databases and I were to ask
6 you with respect to each of the databases whether or
7 not that database contained information that Covad
8 could use for the provisioning of its service, you
9 couldn't tell me, could you, whether or not that
10 database contained such information?

11 A. I have no technical experience, so I
12 couldn't tell you what information you need to
13 provision something.

14 Q. But Ameritech has access to all those
15 databases.

16 A. That's my assumption.

17 Q. It's technically feasible for Covad to
18 have read-only access to back-office databases, isn't
19 it?

20 A. I would imagine that we would be capable
21 of putting up a firewall to allow read only.

22 Q. And it's also technically feasible, isn't

1 it, to create a shadow database containing the same
2 information that is contained in the Ameritech
3 databases?

4 A. It's technically feasible. However, it
5 would be very costly because we'd have to maintain
6 both at the same time.

7 Q. Technically feasible though.

8 A. Sure.

9 Q. And in a shadow database, for example,
10 Covad would not be able to manipulate or change the
11 data in Ameritech's -- in the databases that
12 Ameritech uses. Is that correct?

13 A. If that's the way it was designed.

14 Q. And also if there was read-only access,
15 then Covad would not be able to manipulate or change
16 that data in the Ameritech databases. Correct?

17 A. Well, I'm not a computer expert, so I'm
18 not sure. Read only to me means just that.

19 Q. Okay. And it's also technically feasible,
20 isn't it, to perform a data dump to Covad? That is,
21 to provide all the data to Covad for Covad to store
22 in its own computers?

1 A. I don't know that. I know that it's
2 possible from some systems, but I couldn't say that
3 it's possible from every database to do that.

4 Q. Now you would agree, wouldn't you, that
5 Covad is a better judge of the network information it
6 needs to provide quality service than Ameritech is?

7 A. From a personal viewpoint, no, because
8 we've been in the business for 100 years. I would
9 think we would know as well what information it takes
10 to provision a service.

11 Q. Well, we've established several times,
12 have we not, that Ameritech has never provisioned DSL
13 service? Isn't that true?

14 A. That's true.

15 Q. So Ameritech has no experience
16 provisioning DSL service, does it?

17 A. Except that Ameritech as part of SBC is
18 negotiating for those elements that are needed on a
19 thirteen-state basis, and we do have several states
20 that have provisioned DSL, so we have that
21 experience.

22 Q. Well, we keep kind of having this tension

1 whether or not we're actually arbitrating against
2 Ameritech or arbitrating against SBC, but, for the
3 moment, Ameritech has never provisioned DSL, has it?

4 A. That's my understanding.

5 Q. So there's nobody at Ameritech that has
6 the same experience that Covad has provisioning DSL.
7 Is that correct?

8 A. I don't know that.

9 Q. But Ameritech --

10 A. I imagine we might have employees that
11 come from Covad, the same as you might have employees
12 that come from Ameritech, so I don't know that.

13 Q. But Ameritech generally doesn't have that
14 experience.

15 A. I don't know. I'm not on that side of the
16 business.

17 Q. Isn't it also true that SBC only
18 provisions ADSL?

19 A. They only provision ADSL for themselves.
20 They provision other technologies for CLECs.

21 Q. Okay. So SBC, for example, doesn't
22 actually provide SDSL across its lines.

1 A. Not for its end users.

2 Q. And for its end users SBC does not provide
3 VDSL across its lines.

4 A. That's true.

5 MR. DEANHARDT: All right. I'm finished, Your
6 Honor.

7 EXAMINER WOODS: Okay. Ms. Feinberg, I don't
8 recall if you had your chance to cross or not.

9 MS. FRANCO-FEINBERG: Covad's cross was handled
10 by Mr. Deanhardt.

11 MS. HIGHTMAN: We're finished.

12 EXAMINER WOODS: Mr. Reed?

13 MR. REED: No.

14 EXAMINER WOODS: Redirect?

15 MR. ASHBY: Could we have a moment?

16 EXAMINER WOODS: Sure. Let's take a minute.

17 (Whereupon a short recess was
18 taken.)

19 EXAMINER WOODS: Redirect?

20 MR. ASHBY: Yes, just a few questions, Your
21 Honor.

22 EXAMINER WOODS: Okay.

1 REDIRECT EXAMINATION

2 BY MR. ASHBY:

3 Q. Ms. Jacobson, do you recall on Friday
4 Mr. Bowen asked you about whether the back-office
5 systems were considered a part of OSS? Do you recall
6 that line of questioning?

7 A. Yes, I do.

8 Q. And was your answer that you did not
9 consider the back-office systems to be a part of OSS?

10 A. That's right.

11 Q. And can you clarify what you meant by
12 that?

13 A. Well, I think of back-office systems as
14 being databases that contain different types of
15 information. OSSs, as described by the Act, are
16 functions such as preordering, ordering,
17 provisioning, maintenance, repair, and billing.
18 What's in the back-office databases is not
19 functionality. It's just data, and we provide access
20 to that data through the OSS functions.

21 Q. And when you say you provide access to the
22 data, what do you mean? How do you provide that

1 access?

2 A. We make available to CLECs numbers of
3 different types of access which is such as
4 application to application where they can build the
5 front end, we build the back end, and then they
6 interface to communicate with each other and provide
7 information -- exchange of information back and
8 forth, or we have in our other regions before
9 acquiring Ameritech provided GUIs, which we will be
10 making available to Ameritech as well, and a GUI is
11 just a graphical user interface that we've developed
12 which is more or less the front end of an application
13 to application, and a CLEC can download that on their
14 terminal and have immediate access to preordering or
15 ordering.

16 Q. And do you recall Mr. Bowen's questions
17 about whether Ameritech Illinois provides filtered
18 access to the information in those databases?

19 A. Yes, I do.

20 Q. And what is Ameritech Illinois' position
21 with regard to whether the information is filtered or
22 not filtered?

1 A. Ameritech's position is that it's not
2 filtered. We do not change the information in any
3 way. We do not exclude information unless, in fact,
4 it's in a part of the database that is proprietary,
5 but the information provided is not filtered.

6 Q. Okay. And Mr. Bowen also asked you about
7 a number of elements. I believe they are listed in
8 your testimony, and there are some 30 elements that
9 Ameritech Illinois has agreed to provide to the CLECs
10 for the provisioning of line sharing.

11 A. That's right.

12 Q. How were those 30 elements identified by
13 Ameritech Illinois?

14 A. They were identified in the second phase
15 of the collaborative phase of the Plan of Record for
16 advanced services. During the merger negotiations
17 with the FCC, SBC agreed that they would make certain
18 commitments, and one of those was to provide an
19 advanced services Plan of Record. We submitted a
20 Plan of Record to the FCC. They reviewed it. They
21 blessed it for us to go forward and collaborate and
22 come back with a final document, and so we did that,

1 and during that collaborative is when those elements
2 were identified.

3 Q. Okay, and when you say elements, are you
4 referring to information elements?

5 A. Information that the CLECs ask SBC to
6 provide in order for them to provision DSL services,
7 including line sharing.

8 Q. And are you aware of any information that
9 has been requested by any of the CLECs with regard to
10 the provision of line sharing that Ameritech Illinois
11 has not agreed to provide that's not included in the
12 list of information elements that are contained in
13 your testimony?

14 A. No, I am not.

15 MR. ASHBY: No further questions, Your Honor.

16 EXAMINER WOODS: Additional cross?

17 MR. DEANHARDT: Just a couple of recross, Your
18 Honor.

19 RE CROSS EXAMINATION

20 BY MR. DEANHARDT:

21 Q. Ms. Jacobson, isn't it correct that the
22 GUI that you referred to will not be available in

1 Ameritech until March 24, 2001?

2 A. That's correct.

3 Q. Also, as we established earlier on cross,
4 you don't know what information actually is in the
5 databases that Ameritech has, do you?

6 A. Not all of it.

7 Q. So just a moment ago in response to
8 counsel's questions you said that Ameritech provides
9 access to all the data in its database and that it
10 doesn't selectively choose, but if you don't know
11 what information is in the databases, you have no
12 basis for making that statement, do you?

13 A. My basis for making that statement is we
14 provide everything that a CLEC has asked for.

15 Q. Well, is there currently a GUI for
16 ordering line sharing?

17 A. In Ameritech?

18 Q. Yes.

19 A. No.

20 Q. Okay. CLECs have asked for that, haven't
21 they?

22 A. They have asked for a GUI, and we will be

1 providing it, but it's not currently available. It
2 requires us to build an entire infrastructure for
3 Ameritech, and that can't be done overnight.

4 Q. But you said that any data that we wanted
5 was available, and we just came up with an example of
6 something that's not. Right?

7 A. Well, when we're referring to data that
8 you need to provision line sharing loops, we're
9 talking about preordering information. Ordering, you
10 have to have all that information before you place an
11 order, so the fact that you don't have a GUI to get
12 that information -- you do have that. You have TCNet
13 to get preordering information, and it has been
14 loaded with each of those 30 elements.

15 Q. It's SBC's position, isn't it, that -- or
16 I'm sorry. It's Ameritech's position in this
17 arbitration that we can't do line sharing over
18 fiber-fed loops. Is that correct?

19 MR. ASHBY: Objection; beyond the scope of
20 redirect.

21 MR. DEANHARDT: Your Honor, this is going to
22 information that the witness has testified is

1 available that supposedly can be used for
2 provisioning of line sharing. I just have a couple
3 questions to get there. It's a foundational
4 question.

5 EXAMINER WOODS: Go ahead.

6 A. I'm sorry. Would you repeat the
7 question?

8 Q. I don't remember it now. It's correct
9 that SBC is -- or Ameritech is taking the position in
10 this arbitration that Covad and Rhythms cannot do
11 line sharing across fiber-fed loops.

12 A. Okay. I think that's better answered by a
13 technical witness, because on the OSS, from the OSS
14 perspective, if Ameritech were to make that
15 available, OSS can make it happen. So it's not -- we
16 don't make that decision as OSS.

17 Q. But it's your understanding that that's
18 SBC's position here.

19 A. That would be my understanding.

20 Q. Okay. And there is information in the
21 databases, isn't there, that will tell us, tell
22 Covad, where fiber-fed loops are located in the

1 Ameritech outside plant, correct?

2 A. Can you give me just a minute?

3 Q. Sure.

4 (Brief pause in the proceedings.)

5 A. Okay. So you're saying -- the question

6 you're asking me, is there information that would

7 tell you if the loop is fiber?

8 Q. No. I'm asking is there information in

9 the databases that would tell me where fiber is

10 deployed?

11 A. I would have to assume that because we

12 have agreed to provide you with two -- at least two

13 elements, what portion of loop that is copper or

14 fiber, type of loop, copper or fiber, length of loop

15 that is copper or fiber, so I would have to assume

16 that we are providing that information.

17 Q. Now that's for a specific loop though,

18 correct?

19 A. Yes, that would be a specific loop.

20 Q. Okay.

21 A. Based on address or telephone number.

22 Q. But the database contains information that

1 will tell me where fiber is deployed so that, for
2 example, Covad could determine whether or not it
3 wants to provision line sharing out of an office that
4 may have more fiber than copper. Correct?

5 A. It is my understanding that we do not have
6 a database that tells you whether it's fiber -- I
7 mean that has only fiber loops in it. Is that what
8 you're asking me? You're asking me a technical
9 question I don't know. I don't use that database. I
10 don't know that there is information stored like
11 that.

12 Q. Well, let's assume for a moment that to
13 provide information about whether or not a loop is
14 fiber or copper, Ameritech has to have that
15 information stored in a database somewhere.
16 Correct?

17 A. Correct.

18 Q. And wouldn't it also be correct that the
19 information in that database could be accessed not
20 just on a loop specific basis but in the aggregate?

21 A. See, that's getting into design versus
22 actual, and I am not the expert on that. I don't

1 know that.

2 Q. So you can't tell me whether there is
3 information in the databases that Ameritech is not
4 providing that Covad could use to determine where to
5 deploy line sharing from a network deployment
6 standpoint.

7 A. I cannot tell you that because, in my
8 opinion, we are providing everything you've asked
9 for, so you're asking me a question that is there
10 something more that you want and we're not giving it
11 to you, and my answer to that was no.

12 Q. Now you testified on redirect that you
13 provide access to data through OSS and that you are
14 not filtering that access. Is that correct?

15 A. That's right.

16 Q. So then is it Ameritech's position that
17 Covad, as long as it's willing to figure out how to
18 get the data, can have access to all of the
19 nonproprietary data in Ameritech's back-end
20 databases?

21 A. Well, I think there's an element of that
22 question that as long as you know how to get it, it's

1 there. The information that you've asked for is
2 there, and we teach you how to get that information,
3 and we have training for CLECs on how to use the
4 database -- how to use the information that they
5 require.

6 Q. Okay. That didn't answer my question.

7 A. Okay.

8 Q. Is it correct to say that Ameritech will
9 allow Covad and Rhythms access to all nonproprietary
10 information in its database?

11 A. I don't think that's our position. I
12 think our position is we'll provide you with anything
13 that we can that's technically feasible that you ask
14 for.

15 Q. Okay. So then when you say that you're
16 not providing filtered access, I mean you are
17 providing filtered access. You can't have it one way
18 or the other. You can't say I'm not providing
19 filtered access, but you can't have access to all the
20 information.

21 A. Well, I guess I missed -- we're using
22 filtered differently because to me filtered is that

1 we're taking some portion of the information and
2 keeping that or we're changing it, the information we
3 give you. If it's stored in the database and it's an
4 element that you've asked for, we give you that
5 element exactly as it's stored. We don't filter that
6 element of information.

7 Q. But there's other information in the
8 database that you aren't providing us.

9 A. That would be true for the example APTOS
10 has pricing in it, Pacific Bell pricing in it. We
11 wouldn't provide that to you. I mean there would be
12 no need to provide that.

13 Q. That PacBell pricing would be proprietary,
14 correct?

15 A. No. Our pricing is public. I mean it's
16 in tariffs.

17 Q. So PacBell doesn't consider its pricing to
18 be proprietary information?

19 A. No. If we file for the cost of a single
20 measured business line, it's in a tariff. It's just
21 for information for our retail reps to price out an
22 order.

1 Q. Okay.

2 Isn't it correct, Ms. Jacobson, that you
3 could tell by looking at Ameritech databases whether
4 a household is served by two phone lines or not?

5 A. Yeah. There should be two numbers.

6 Q. And haven't CLECs asked to have access to
7 information to determine whether a house is served by
8 two phone lines?

9 A. You can ask for the customer service
10 record. It details everything the customer has,
11 including their features.

12 Q. Is it your understanding that CLECs have
13 asked to be able to determine this information from
14 prequalification during the POR sessions?

15 A. Prequalification, you're talking about
16 loop prequalification?

17 Q. Loop, yes.

18 A. Well, prequalification for a loop is only
19 one designator, and that's the length of the loop.
20 If you're talking about loop qualification, then loop
21 qualification is the list of components that are in
22 my testimony.

1 Q. And if one loop, for example, to a house
2 was not eligible for line sharing, another one might
3 be. Correct?

4 A. Unlikely. If it's too long, it's too
5 long.

6 Q. Well, but one could have load coils, the
7 other not, correct?

8 A. In a prequalification mode you wouldn't
9 know if it had load coils. You would only know the
10 length of the loop.

11 Q. Well, one could be DLC and another could
12 be copper, correct?

13 A. I don't know that.

14 Q. Well, we've established that Project
15 Pronto is an overlay network, right?

16 A. Right.

17 MR. ASHBY: Objection; beyond the scope of
18 redirect.

19 MR. DEANHARDT: I'm still trying to explore,
20 Your Honor, information that they said is available
21 on redirect.

22 MR. VAN BEBBER: I didn't ask any questions

1 about Project Pronto though.

2 EXAMINER WOODS: I think we're getting a little
3 far afield.

4 MR. DEANHARDT: All right.

5 Q. Whether a loop is copper or fiber though
6 is one of the elements that you're going to provide?

7 A. Yes, it is.

8 MR. DEANHARDT: I'm finished, Your Honor.

9 EXAMINER WOODS: Okay.

10 MR. ASHBY: Nothing further.

11 EXAMINER WOODS: Okay. Mr. Reed?

12 MR. REED: (Shakes head in the negative.)

13 EXAMINER WOODS: Thank you, ma'am. You may step
14 down.

15 (Witness excused.)

16 Call the next witness.

17 MR. BINNIG: Our next witness, Your Honor, is
18 Betty Schlackman.

19 (Whereupon Ameritech Illinois
20 Exhibits 1.0 and 1.1 were
21 marked for identification.)
22

1 BETTY SCHLACKMAN

2 called as a witness on behalf of Ameritech Illinois,
3 having been first duly sworn, was examined and
4 testified as follows:

5 DIRECT EXAMINATION

6 BY MR. VAN BEBBER:

7 Q. Ms. Schlackman, would you state your name,
8 full name, and business address for the record,
9 please?

10 THE WITNESS:

11 A. Yes. My name is Betty Schlackman. It's
12 S-C-H-L-A-C-K-M-A-N. My business address is 308
13 South Akard, Room 730, A1, Dallas, Texas 75202.

14 Q. And do you have Ameritech Illinois Exhibit
15 1.0 in front of you?

16 A. Yes, I do.

17 Q. And what is that?

18 A. That is the direct testimony of myself on
19 behalf of Ameritech Illinois.

20 Q. And do you have Ameritech Exhibit 1.1 in
21 front of you?

22 A. That would be the POTS Splitter DLEC -Owned

1 diagram.

2 Q. No. I believe that's your supplemental.

3 A. Oh, I'm sorry, the supplemental
4 testimony. Yes, I do.

5 Q. And what is the title on Ameritech Exhibit
6 1.1?

7 A. Supplemental Verified Statement of Betty
8 Schlackman on Behalf of Ameritech Illinois.

9 Q. And were Ameritech Exhibits 1.0 and 1.1
10 prepared by you or under your supervision?

11 A. Yes, they were.

12 Q. Okay. Are there any changes that you have
13 to make to either of those two exhibits?

14 A. Yes. I have some changes that I need to
15 make, please, to Ameritech Illinois Exhibit 1.0.

16 MR. VAN BEBBER: And I'll state for the record
17 that we have additional copies, but they're strictly
18 minor, typographical type changes, so if any of the
19 parties would like an additional copy, we'll be glad
20 to provide it, but we think they're few and trivial
21 enough that she can just state them for the record.

22 Q. Would you tell us what those changes are,

1 Ms. Schlackman?

2 A. Yes. On page 7, line 11, replace "SWBT"

3 with "Ameritech Illinois".

4 On page 16, line 22, replace the word

5 "required" with the word "requested".

6 MS. HIGHTMAN: Could you just state that one

7 again, what page?

8 A. The first one?

9 MS. HIGHTMAN: The second one.

10 A. It's page 16, line 22.

11 MS. HIGHTMAN: I'm slow. What was the change?

12 A. Please replace the word "required" to

13 "requested".

14 MS. HIGHTMAN: Thank you.

15 A. On page 19, line 17, replace the "June

16 27th" with "June 20th".

17 Page 29, line 23, replace "SWBT" with

18 "Ameritech Illinois". Page 30, line 1, page 37,

19 line 1, those same changes.

20 Page 42, lines 17 through 21, please omit

21 the question and the --

22 MR. REED: I'm sorry. I'm sorry. I can't write

1 that fast.

2 MS. HIGHTMAN: I can't turn that fast.

3 MR. REED: Okay. 30 and 37?

4 A. Pages 30 and 37, to replace -- on lines 1.

5 MR. REED: Right.

6 A. Strike "SWBT", insert "Ameritech
7 Illinois".

8 MR. REED: Okay.

9 A. And that's for both of those pages.

10 On page 42, 17 through 21, please omit the
11 question, and on the following page at the top it has
12 an A. Just omit that, please, as well.

13 Page 45, line 8, please add the words
14 "central office".

15 MS. HIGHTMAN: Where are we at again?

16 A. You're adding that, please, on line --
17 excuse me just a minute. Line 8 where it says -- let
18 me read how it should read now, and I'll read to the
19 end of that first line. "Ameritech Illinois will
20 respond to all central office trouble as quickly as
21 possible, often in less than 24".

22 On the next line, line 9, that sentence now

1 should read, "hours (excluding weekends and
2 holidays).

3 And on page 48, line 17, replace the word
4 "each", E-A-C-H, with the word "the", T-H-E. After
5 the word cross-connect please add the word "rate
6 element". At the end of that line 17 and carrying on
7 to 18, please delete "time and labor necessary to do
8 the work" and please replace with "investment
9 required".

10 And finally, one change, I'm sorry, back on
11 page 30. This is a clarification. On line 16 where
12 it reads, "Ameritech Illinois will", please add "up
13 and until July 27th, 2000."

14 That represents all the changes to my
15 testimony.

16 Q. Those are all your changes? Okay. With
17 those changes, do you believe that your statements in
18 Ameritech Exhibits 1.0 and 1.1 are true and correct
19 to the best of your information and belief?

20 A. Yes, I do.

21 MR. VAN BEBBER: Your Honor, we would move that
22 Ameritech Illinois Exhibits 1.0 and 1.1 be admitted

1 into evidence.

2 EXAMINER WOODS: Objections?

3 MR. DEANHARDT: No objection.

4 MR. REED: No objection, subject to cross.

5 MR. DEANHARDT: Subject to cross as well.

6 EXAMINER WOODS: The documents are admitted
7 without objection.

8 (Whereupon Ameritech Illinois
9 Exhibits 1.0 and 1.1 were
10 received into evidence.)

11 MR. VAN BEBBER: I tender the witness.

12 EXAMINER WOODS: He's available for cross.

13 MR. DEANHARDT: Your Honor, if you could wait
14 one second. With that last change, I need to find
15 something else.

16 EXAMINER WOODS: Okay.

17 (Brief pause in the proceedings.)

18 MR. DEANHARDT: Okay. Thank you.

19 CROSS EXAMINATION

20 BY MR. DEANHARDT:

21 Q. Good afternoon, Ms. Schlackman.

22 A. Good afternoon.

1 Q. You work for SBC Management Services,
2 correct?

3 A. Yes, I do.

4 Q. And you've never worked for Ameritech
5 Illinois, have you?

6 A. No.

7 Q. And you've never worked for any Ameritech
8 entity, have you?

9 A. No.

10 Q. And you're here to testify today to
11 explain Ameritech's position on the terms and
12 conditions that Covad and Rhythms should receive for
13 line sharing. Correct?

14 A. Correct.

15 Q. Okay. Who at Ameritech decided that
16 Ameritech would voluntarily provide CLECs to
17 splitters? And dollars to donuts? Would voluntarily
18 provide splitters to CLECs?

19 A. Well, the network organization that's
20 represented by all thirteen states, that leadership
21 is where the decision was made ultimately to provide
22 splitters voluntarily to CLECs on a line-at-a-time

1 basis.

2 Q. Who from Ameritech Illinois is on that
3 network team?

4 A. Gary Kitchens.

5 Q. What does Mr. Kitchens do?

6 A. He's the president of Ameritech Illinois.

7 Q. Do you sit in those meetings?

8 A. No, I do not.

9 Q. Okay. So you don't know what
10 Mr. Kitchens' position for Ameritech is on the fact
11 that Ameritech would voluntarily provide splitters to
12 CLECs, do you?

13 A. Yes, I do believe I know that.

14 Q. Well, you know what the group decided,
15 correct?

16 A. I know collectively what the companies
17 decided, yes, in the network department.

18 Q. And you've never discussed this with
19 Mr. Kitchens, have you?

20 A. Not personally, no.

21 Q. So you know what the group decided, but
22 you don't know if Mr. Kitchen's opinions, for

1 example, differed.

2 A. My understanding is that Mr. Kitchens'
3 opinions did not differ.

4 Q. But you've never discussed that with him.

5 A. Not personally, no.

6 Q. Is it also this group -- well, what is
7 this network group that you just talked about?

8 A. The network organization.

9 Q. And that network organization has
10 responsibility for all thirteen SBC states at this
11 point?

12 A. Yes.

13 Q. So SBC considers line sharing to be a
14 thirteen-state issue?

15 A. Well, it's a thirteen-state offering.

16 Q. So what SWBT does, for example, in line
17 sharing is the same thing that Ameritech does in line
18 sharing.

19 A. No.

20 Q. Okay. Are there any differences in your
21 testimony between what Ameritech is offering and what
22 SWBT is offering?

1 A. Yes.

2 Q. What?

3 A. Well, in terms of the product, the
4 functionality of the product will be the same. The
5 terms and conditions are dependent on different
6 states, collocation tariffs that they have, and other
7 tariffs and considerations of that operating company
8 that made terms and conditions perhaps different.

9 Q. So pricing.

10 A. Perhaps.

11 Q. Okay. But the decision about who will own
12 the splitter, thirteen-state?

13 A. Yes.

14 Q. The decision about where the splitter will
15 go, thirteen-state?

16 A. Yes.

17 Q. The decision about port at a time or shelf
18 at a time, thirteen-state?

19 A. Yes.

20 Q. The decision about test access, thirteen-
21 state?

22 A. Yes.

1 Q. The decision about provisioning line
2 sharing over fiber-fed loops, that's thirteen states?

3 A. We don't do line sharing on fiber loops.
4 It's technically not possible.

5 Q. We'll get to that, but that's thirteen
6 states?

7 A. We don't do that, so it's not thirteen
8 states. It's no state.

9 Q. Okay. Then who at Ameritech decided that
10 Ameritech would not make line sharing across
11 fiber-fed loops available to Covad and Rhythms?

12 A. It is a technically infeasible argument.
13 It is not a matter of decision making. It's a matter
14 that there's no technical way you can line share with
15 fiberoptics.

16 Q. If it was technically feasible, would
17 Ameritech do it?

18 A. You're asking me a rhetorical question. I
19 just explained to you it's technically not feasible.
20 Line sharing is an analog service, and fiberoptics is
21 a digital transmission mode. You don't share a fiber
22 loop with digital services.

1 MR. DEANHARDT: Your Honor, may I approach the
2 witness?

3 EXAMINER WOODS: Sure.

4 MR. DEANHARDT: Your Honor, we're going to mark
5 this as Schlackman Cross 1.

6 EXAMINER WOODS: I think we've been marking them
7 as Covad Schlackman Cross 1.

8 MR. DEANHARDT: Okay.

9 (Whereupon Covad Schlackman
10 Cross Exhibit 1 was marked
11 for identification.)

12 Q. Ms. Schlackman, do you recognize the
13 document that I've just handed you as what SBC refers
14 to as an Accessible Letter?

15 A. Yes.

16 Q. And what is an Accessible Letter?

17 A. Well, my understanding is that it's a
18 letter that the ILECs provide the competitive local
19 exchange carriers to talk about changes in the
20 network, new products and services, and so it's a
21 communication tool for the industry.

22 Q. So it's a letter that says to the CLECs

1 here's a product or service that SBC is going to
2 offer. Correct?

3 A. That could be.

4 Q. Could you please look at the top of the
5 first page of this Accessible Letter? It has the
6 Ameritech logo on it, doesn't it?

7 A. Yes.

8 Q. And it says that this is a New Product
9 Announcement Wholesale Broadband Service - Illinois,
10 Indiana, Michigan, Ohio, Wisconsin. Correct?

11 A. Correct.

12 Q. Now this is dated May 24, 2000, correct?

13 A. Correct.

14 Q. And what date did you file your verified
15 statement in this proceeding?

16 A. I don't remember.

17 Q. Was it May 25th or 26th? Do you recall?

18 A. I don't remember.

19 Q. Now if you could please look at the first
20 paragraph of this document on the first page, could
21 you please read that paragraph into the record?

22 A. "This Accessible Letter is intended to

1 announce a new product to be made available by the
2 SBC incumbent LECs (Southwestern Bell, Pacific Bell,
3 Nevada Bell, Ameritech, and SNET) to CLECs for the
4 purpose of provisioning an xDSL service over the
5 network architecture the SBC ILECs are deploying in
6 conjunction with Project Pronto."

7 Q. Now the network architecture that SBC
8 ILECs are deploying in conjunction with Project
9 Pronto is a fiber-fed architecture. Isn't that
10 correct?

11 A. That is correct.

12 Q. Could you please look at Attachment 2 to
13 Covad Schlackman Cross 1 to this Accessible Letter
14 and turn to, if you look in the top right-hand
15 corner, flip until you find page 18.

16 A. All right.

17 Q. And actually I should have started here.
18 Let's back up to page 16, and do you see here that
19 Attachment 2 is entitled SBC Broadband Service: CLEC
20 Overview? Is that correct?

21 A. Yes, I do.

22 Q. Now if you flip back to page 18, at the

1 top of the page it says there are three -- it says
2 that SBC will provide -- okay. It says, "With the
3 deployment of this infrastructure, SBC will be
4 offering to the CLEC community a new wholesale
5 service to provide CLECs the capability to utilize
6 this infrastructure and establish a DSL service for
7 an end user. SBC will provide this service in three
8 basic configurations: (1) Line Shared Data; (2)
9 Stand-Alone Data Only; (3) Integrated Voice and
10 Data." Do you see that?

11 A. Yes. That is our product offering.

12 Q. And you see where it says Line Shared Data
13 in the heading below that, right?

14 A. Yes, I do.

15 Q. And can you please read for me the first
16 sentence of the paragraph underneath the heading Line
17 Shared Data?

18 A. "The first configuration CLECs will be
19 provided is for situations in which a CLEC wishes to
20 provide a DSL service to an end user over SBC's NGDLC
21 infrastructure by using only the high frequency
22 portion of a voice and data loop (i.e., the DSL

1 portion of the loop)."

2 Q. And the next sentence, please.

3 A. "SBC will provide this product offering by
4 provisioning the high frequency portion of the loop
5 over the NGDLC and feeder/distribution copper."

6 Q. Now NGDLC is the equipment that makes --
7 that lights the fiber. Correct?

8 A. No. The equipment that lights the fiber
9 is the multiplexer. Well, yes, the DSLAM is part of
10 the multiplexer. It's not part of the transport.
11 That would be correct.

12 Q. Can you -- actually you can read this to
13 yourself. The second paragraph on page 18, do you
14 see where it says, "In the line shared data the
15 network service arrangements provided to CLECs will
16 consist of the following:"?

17 A. Yes, I do.

18 Q. Could you read that paragraph and tell me
19 when you're finished?

20 A. Okay. If you don't mind, too, I'm going
21 to read the first paragraph in full to myself as
22 well.

1 Q. Go right ahead.

2 (Pause in the proceedings.)

3 A. Okay. I'm finished.

4 Q. Okay. Now this sentence says that in the
5 line shared data the network service arrangements
6 provided to CLECs will consist of a number of things,
7 and fiber is included in that list, isn't it?

8 A. Yes. Are you saying -- you said use of
9 the dedicated fiber?

10 Q. Actually it says use of the OC-3c
11 dedicated fiber from the NGDLC --

12 A. RT to the fiber distribution frame and
13 delivered to the optical concentrator device.

14 Q. Okay. You can set that aside for now,
15 Ms. Schlackman.

16 You are not an engineer, are you?

17 A. Not by trade, no.

18 Q. And you don't have an engineering degree?

19 A. No.

20 Q. You've never been a central office
21 technician, have you?

22 A. No.

1 Q. And you've never been a central office
2 supervisor, have you?

3 A. Yes.

4 Q. Have you?

5 A. Yes.

6 Q. When was that?

7 A. 1974, 1975.

8 Q. I didn't remember from Kansas.

9 You have never done any outside plant
10 engineering work yourself, have you?

11 A. No.

12 Q. And you've never done any cable
13 maintenance work yourself, have you?

14 A. Well, somewhat. Strike duty.

15 (Laughter)

16 Q. I was going to say, I won't even go
17 there.

18 A. I was supervising cable maintenance at the
19 time of the strike in 1983, so, yes, I did do
20 cross-connects and some air pressure readings and
21 things like that to assist in the strike.

22 Q. You aren't an expert on OSS, are you?

1 A. No.

2 Q. And you're not a lawyer either, are you?

3 A. No.

4 Q. And thank God for small favors?

5 A. Yes.

6 Q. You don't have a law degree, do you?

7 A. No.

8 Q. Now there's lots of cites in your
9 testimony to various FCC and court decisions, aren't
10 there?

11 A. Yes.

12 Q. Now you're not testifying as to the legal
13 meaning of those decisions, are you?

14 A. I am testifying that in the reading of
15 those, that I incorporated those paragraphs in my
16 testimony to establish the basis for my understanding
17 and for our decisions that we made.

18 Q. Well, but you're not testifying as a legal
19 expert on the meaning of the FCC's orders, are you?

20 A. No, I'm not.

21 Q. And you're not testifying as a legal
22 expert on the meaning of the court's decision in the

1 GTE case, are you?

2 A. I'm testifying, again, in the plain
3 reading of the order and applying it to my business
4 that I know very well.

5 Q. But you're testifying as to its legal
6 meaning.

7 A. Well, in a way, yes. I mean I'm not a
8 lawyer, but I'm reading it and I'm applying that
9 plain language to support the decisions that
10 Ameritech Illinois is making.

11 Q. Have you ever discussed the FCC's Line
12 Sharing Order with anybody at the FCC?

13 A. Yes.

14 Q. Whom?

15 A. I was on ex parte meetings.

16 Q. Prior to the FCC order coming out.

17 A. No, I have not.

18 Q. No, I'm sorry. Were those ex parte
19 meetings prior to the FCC order coming out?

20 A. Yes.

21 Q. So not after the FCC order came out.

22 A. Right.

1 Q. So you haven't talked to anybody at the
2 FCC about the interpretation of the FCC order since
3 the FCC order came out. Is that correct?

4 A. That's correct.

5 Q. Now, you are familiar with central office
6 POTS splitters, aren't you?

7 A. Oh, yes.

8 Q. And POTS splitters are used to separate
9 and recombine the voice and data signals on the
10 loop. Correct?

11 A. That's correct.

12 Q. Now you can also have a splitter for use
13 at the network interface device at the end user's
14 premise. That's correct?

15 A. Correct.

16 Q. For purposes of what we're going to
17 discuss, until I tell you otherwise, can we agree
18 that when I refer to POTS splitters that I'm
19 referring to central office POTS splitters?

20 A. That's fine.

21 Q. It's true, isn't it, that the only way to
22 access the HFPL from a DSLAM is through a POTS

1 splitter?

2 A. Yes, that would be correct of the
3 technology that's existing today.

4 Q. Okay. And it's SBC/Ameritech's position
5 that it can determine how and where to provision the
6 splitter based on its contention that it has no legal
7 obligation to provide the splitter. Correct?

8 A. Could you repeat your question?

9 Q. Certainly. It's SBC/Ameritech's position
10 that it can determine how and where to provision the
11 splitter based on its contention that it has no legal
12 obligation to provide the splitter.

13 A. When Ameritech Illinois provides the
14 option for the CLEC to purchase an Ameritech Illinois
15 splitter, then Ameritech Illinois feels that it is
16 their decision where the best place in its central
17 office space to place their splitter.

18 Q. Okay. And that's at least partially based
19 on the notion that Ameritech Illinois has said that
20 it has no legal obligation to provide splitter
21 functionality to the CLECs. Is that correct?

22 A. Well, I don't disagree with your

1 statement, but I don't know that I agree with the way
2 you're referencing it to the position that I just
3 stated that when we offer the splitter, that we would
4 place the splitter in the most efficient place in our
5 central office building.

6 Q. Well, okay. But you do say in your
7 testimony that Ameritech believes that it has no
8 legal obligation to provide splitter functionality to
9 the CLECs. Correct?

10 A. Yes, and I believe that the order that
11 came out from the FCC last Friday supports that as
12 well.

13 Q. Well, you just dropped a new one on me.
14 What order are you referring to?

15 A. The Southwestern Bell 271 relief order.
16 The FCC commented in that that ILECs do not have to
17 own splitters.

18 Q. We'll have to find that.

19 A. Or provide splitters.

20 Q. Isn't it also true though that what the
21 FCC said is they're not going to consider line
22 sharing as part of SWBT's Texas 271 application

1 because, in fact, line sharing had not been ordered
2 when the application was filed?

3 EXAMINER WOODS: I have no idea what you just
4 said, and I'm sure she doesn't either.

5 MR. DEANHARDT: I'm sorry.

6 Q. Isn't it correct that the FCC said in that
7 order that you're referring that it's not going to
8 consider line sharing as part of determining whether
9 or not SWBT should have 271 authority in Texas
10 because line sharing had not been ordered at the time
11 that SWBT filed its testimony -- or filed its
12 application?

13 A. I don't have any knowledge of that.

14 Q. You've read the order?

15 A. No, I have not.

16 Q. Okay.

17 A. Not in entirety. I just read the
18 paragraphs around line sharing.

19 Q. Okay. But I just talked about a line
20 sharing issue, and you haven't read that?

21 A. I have no knowledge of the statement you
22 just said, no.

1 Q. Well, never mind. I won't be a smart
2 ass.

3 I apologize, Your Honor.

4 EXAMINER WOODS: That's all right.

5 Q. Your testimony doesn't mention 47 CFR
6 Section 51.319(h)(4), does it?

7 A. If you would point me to my testimony
8 where you think it might, I could look, but I don't
9 recall.

10 Q. I don't think that it does at all, which
11 was the question that I asked.

12 MR. VAN BEBBER: Could you repeat that citation,
13 please?

14 MR. DEANHARDT: Sure; 47 CFR 51.319(h)(4).

15 Your Honor, before we -- or maybe we can
16 answer this question and then move forward, but after
17 that can we take a short break?

18 EXAMINER WOODS: Okay.

19 (Pause in the proceedings.)

20 MR. VAN BEBBER: Is there a question?

21 EXAMINER WOODS: I know there's a question, but
22 is there a point to the question?

1 MR. DEANHARDT: Well, the question was, the
2 question was, did you refer to it in your testimony?

3 EXAMINER WOODS: Let's assume that she didn't.
4 Okay? Is there a point to be made?

5 MR. DEANHARDT: It was after that, but I'll tell
6 you what. What I want to do is, given the witness's
7 testimony, I want to see this order. Maybe this
8 solves the problem, maybe it doesn't, but it could.
9 I want to take a look at this order and see if
10 there's a lot of stuff here that I can save some time
11 on or not.

12 EXAMINER WOODS: Okay. Does anybody have a copy
13 of the order?

14 MR. BINNIG: I do, Your Honor.

15 MR. DEANHARDT: I'm assuming that, given that
16 she's not a lawyer, that one of the lawyers does.

17 MR. BINNIG: I do.

18 EXAMINER WOODS: Let's go off the record.

19 (Whereupon at this point in
20 the proceedings an
21 off-the-record discussion
22 transpired.)

1 EXAMINER WOODS: Let's take 15, starting back at
2 3:00.

3 (Whereupon a short recess was
4 taken.)

5 EXAMINER WOODS: We'll go back on the record.

6 MR. DEANHARDT:

7 Q. Ms. Schlackman, you've heard the term line
8 splitting before?

9 A. Yes, I have.

10 Q. And line splitting, as the FCC has been
11 recently using it, is different than line sharing,
12 isn't it?

13 A. They've made a distinction in this order.
14 It's the first time I've heard the term line
15 splitting when I read the order today.

16 Q. And line sharing, as you understand it, is
17 when a CLEC like Covad wants to share the same line
18 that an ILEC like Ameritech is providing voice
19 across. Correct?

20 A. Correct.

21 Q. And line splitting, as the FCC is
22 considering it, is the situation that pertains when

1 another CLEC, like AT&T, wants to order a UNEP or UNE
2 platform loop from an ILEC, have that loop connected
3 through an ILEC splitter, and then pass off the data
4 portion of that loop to a data CLEC. Correct?

5 A. Correct.

6 Q. Now the FCC's Line Sharing Order at this
7 point in time has only made a UNE out of line
8 sharing. Correct?

9 A. The FCC's order, are you talking about the
10 Line Sharing Order?

11 Q. The Line Sharing Order.

12 A. In 99-355?

13 Q. Yes.

14 A. That Line Sharing Order never identified a
15 splitter as an unbundled network element.

16 Q. But that's not the question that I asked.
17 The question that I asked is, the Line Sharing Order
18 does not -- or the Line Sharing Order did draw a
19 distinction between an ILEC providing voice service
20 and another CLEC providing voice service, didn't it?

21 A. Yes.

22 Q. Okay. And the Line Sharing Order only

1 ordered ILECs to provide access to loops across which
2 they provide their own voice service. Correct?

3 A. And it's refreshing to hear a CLEC state
4 that. Thank you.

5 Q. That's what the order said. Correct?

6 A. Yes.

7 Q. Whether or not we agree with it, that's
8 what it said. And you can tell I'm not an AT&T
9 attorney.

10 Now, as you just did a moment ago, your
11 testimony argues that one of the reasons that
12 Ameritech is not required to provide splitter
13 functionality is that the splitter is not a UNE. Is
14 that correct?

15 A. That is one of the reasons.

16 Q. But SBC/Ameritech is required to provide
17 jumpers. Correct?

18 A. Correct.

19 Q. Okay. And jumpers aren't UNEs, are they?

20 A. No.

21 Q. Okay. And if SBC is going to use an
22 intermediate frame, then SBC/Ameritech is required to

1 provide the tie-cables that connect between the MDF
2 and the IDF, correct?

3 A. Would you repeat your question again?

4 Q. Sure. If SBC/Ameritech is going to use an
5 intermediate frame to provision a UNE, an IDF, then
6 SBC/Ameritech is required to provide the tie-cable
7 that connects between the MDF and the IDF. Correct?

8 A. Yes. We will provision tie-cables. We
9 won't provide them to CLECs without a charge, but we
10 provide the tie-cables initially when we build the
11 frame.

12 Q. And you're required to do that, right?

13 A. Well, we have to have conductivity between
14 the frames, yes.

15 EXAMINER WOODS: When you say required, are you
16 talking in terms of a legal requirement or some
17 principle of physics? Because I think it's unclear
18 what you're talking about.

19 MR. DEANHARDT: Thank you, Your Honor.

20 Q. In this case I'm talking about there's a
21 legal requirement that SBC provide that tie-cable.
22 Correct?

1 A. No, I don't know that. I was thinking
2 more that it was more of a physical connection.

3 Q. But without that connection, there's no
4 way to access the unbundled loop. Correct?

5 A. Well, if the CLECs wanted access to the
6 unbundled loop, and that unbundled loop was made
7 available at the -- for instance, if the CLEC owned a
8 splitter and they provided their tie cables on
9 whatever frame it was, then they would have access to
10 the high frequency portion of the loop when we run
11 the cross-connects to that.

12 Q. CLECs can provide the tie-cable that runs
13 between the MDF and the IDF in the configuration that
14 Mr. Smallwood testified about?

15 A. No. I was talking about getting access to
16 the high frequency portion of the loop from the
17 splitter to the frame where the CFA cabling is
18 terminated.

19 Q. And my question focused the area in
20 between the MDF and the IDF, that tie-cable that
21 connects between the MDF and the IDF.

22 A. Yes.

1 Q. Let's go back to jumpers for a second,
2 come back to tie-cables. As we established a couple
3 of days ago, jumpers are sometimes referred to as
4 cross-connects. Correct?

5 A. Correct.

6 Q. Now I'm going to try to stick with jumper,
7 but if I fall over into cross-connect, can you agree
8 with me that we're talking about the same thing?

9 A. I can agree to that.

10 Q. Okay, and we're talking about the wiring
11 that runs from a block on one side of a frame to the
12 block on the other side of the frame.

13 A. All right.

14 Q. Or runs between two blocks on a frame I
15 guess I should say. Technically I guess the blocks
16 could be on the same side of the frame, couldn't
17 they?

18 A. Yes.

19 Q. But it's the wire that runs from one block
20 to another within a frame.

21 A. Correct.

22 Q. Now SBC/Ameritech is required to provide

1 those jumpers because those jumpers are necessary to
2 access the unbundled loop. Correct?

3 A. Yes.

4 Q. And as the Area Manager of Network
5 Regulatory for SBC, you are aware, are you not, that
6 the FCC concluded in the Local Competition First
7 Report and Order that an incumbent LEC's duty to
8 provide access constitutes a duty to provide a
9 connection to a network element independent of the
10 Telecom Act, Section 251(c)(2)?

11 A. No, I'm not aware of that specific cite.

12 MR. DEANHARDT: Counsel?

13 MR. VAN BEBBER: Yes.

14 MR. DEANHARDT: I'm going First and Report
15 Order, but I don't have enough copies. It's awfully
16 big. Are you guys okay?

17 MR. VAN BEBBER: Can you give me the page and
18 paragraph cite?

19 MR. DEANHARDT: Sure. We're going to paragraph
20 269, which, given the way these things print on page
21 numbers, it's probably easier to just give you the
22 paragraph number.

1 Your Honor, may I approach the witness?

2 EXAMINER WOODS: Yes.

3 Q. Ms. Schlackman, I'm showing you paragraph
4 269 of the Local Competition First Report and Order.
5 Do you have that in front of you?

6 A. Yes.

7 Q. Can you look at the -- well, why don't you
8 read the paragraph to yourself so you have the whole
9 context, please, and let me know when you're
10 finished.

11 (Pause in the proceedings.)

12 A. Okay. I've read that.

13 Q. Okay. And it says, doesn't it, that an
14 incumbent LEC's duty to provide access constitutes a
15 duty to provide a connection to network elements
16 independent of Section 251(c)(2) of the Telecom Act?

17 A. Are you reading this word for word or
18 what?

19 Q. Actually that time, no, but that's what it
20 says, doesn't it?

21 A. I don't know what all these sections refer
22 to, so without reading the sections and reflecting on

1 the meaning of it, I don't know that that's what it
2 says.

3 Q. It does say though that the access -- I
4 believe in the last sentence of the paragraph it says
5 though that the access must be -- the required access
6 must be provided under rates, terms and conditions
7 that apply to unbundled elements. Correct?

8 A. Yes, that's what this says.

9 Q. Okay. If you'll turn to paragraph 386 of
10 the First Report and Order, do you have that?

11 A. Yes.

12 Q. Sorry; it's on the back side. Do you see
13 in paragraph 386 where it says that incumbent LECs
14 must provide cross-connect facilities, for example,
15 between an unbundled loop and a requesting carrier's
16 collocated equipment in order to provide access to
17 that loop?

18 A. Yes.

19 Q. "As we conclude in section (4)(d) above,
20 an incumbent LEC must take steps necessary to allow a
21 competitor to combine its own facilities with the
22 incumbent LEC's unbundled network elements." Do you

1 see that?

2 A. Yes.

3 Q. Now the HFPL is an unbundled network
4 element, correct?

5 A. Yes.

6 Q. Thank you.

7 Now, are you, as the Area Manager of
8 Network Regulatory, are you aware of Section 51.307
9 of the Code of Federal Regulations?

10 A. I would have to look at it to read it and
11 see.

12 Q. Let's start with a foundation. You're
13 aware, aren't you, that the Code of Federal
14 Regulations are the rules that the FCC promulgates to
15 put its orders into effect?

16 A. Yes.

17 Q. And SBC/Ameritech has to follow those
18 rules, correct?

19 A. I would assume so.

20 Q. Are you aware that those rules provide a
21 duty to provide access to UNEs that includes a duty
22 to provide a connection to an unbundled network

1 element independent of any duty to provide
2 interconnection pursuant to other rules?

3 A. Other than you're just reading it from
4 there. I mean I understand the concept, and I agree
5 with the concept.

6 Q. Okay.

7 A. I don't know all the legal terminology
8 behind it.

9 Q. That's fine. Actually I was asking about
10 the concept, so that's fine. Thank you.

11 And are you aware that incumbent LECs are
12 required to provide requesting carriers access to the
13 element, including all of the unbundled network
14 element's features, functions, and capabilities, in a
15 manner that allows the requesting carrier to provide
16 any service that can be offered by means of that
17 network element?

18 A. Yes, and I'm also aware that the order
19 that I just referenced Friday doesn't include the
20 functionality of a splitter as part of the UNE for
21 the high frequency portion of the loop.

22 Q. Sure, and we'll do that on briefing, but

1 the order you were looking at on Friday was referring
2 primarily to line splitting, wasn't it?

3 A. No. It was line sharing.

4 Q. Well, didn't the paragraphs that you read
5 from come out of the section that referred to line
6 splitting?

7 A. I'd have to read it again to see, but it
8 specifically was referring to line sharing.

9 Q. Well, I guess we'll see when we brief it,
10 but. You don't recall whether it said line splitting
11 or line sharing?

12 A. I recall it saying line sharing.

13 Q. You don't recall the section prior to the
14 section on line splitting referring to line sharing?

15 A. I'd have to look at it.

16 Q. So you don't recall there being two
17 sections, one on line sharing and one on line
18 splitting?

19 A. No.

20 Q. As the Area Manager of Network Regulatory,
21 is it your understanding that if the ICC, the
22 Illinois Commerce Commission, wanted to, it could

1 create its own UNEs separate and independent of what
2 the FCC does?

3 A. I'm not aware of the legalities of what
4 the different commissions have authority to do.

5 Q. So your testimony here then does not go to
6 the issue of whether or not the ICC could exercise
7 independent discretion with respect to making the
8 splitter a UNE.

9 A. No, I have no knowledge of that.

10 Q. Now, there are basically three general
11 varieties of POTS splitters that we've been talking
12 about, correct? Frame mounted, rack mounted, and
13 integrated with a DSLAM.

14 A. Correct.

15 Q. Now, a POTS splitter is a passive device,
16 correct?

17 A. Correct.

18 Q. And that means it doesn't require any
19 power.

20 A. Correct.

21 Q. Now, instead, the splitter uses DC
22 capacitors to block the low frequency signals in the

1 POTS range from traveling across the circuit from the
2 splitter to the DSLAM. Correct?

3 A. Correct.

4 Q. Now, the frame-mountable splitters that
5 we're talking about, those are designed to be mounted
6 on a distribution frame. Correct?

7 A. Well, no, they're not designed to be
8 mounted on a distribution frame. They're designed to
9 be mounted on a rack or a frame, anywhere.

10 Q. Well, to put them on a rack, you'd have to
11 modify the rack, correct?

12 A. I don't know that you would.

13 Q. A frame-mountable splitter will fit in a
14 standard relay rack shelf?

15 A. I suppose it could. There are ILECs that
16 we have been told are putting them on a relay rack,
17 US West.

18 MR. DEANHARDT: Your Honor, I'm going to ask
19 that that last comment be stricken as hearsay because
20 I know the answer, but I can't testify, and it's
21 hearsay.

22 EXAMINER WOODS: You know the answer? What's

1 the answer? Go ahead and testify.

2 MR. DEANHARDT: Well, the answer is that they're
3 putting them on frames in Denver and in Eden Prairie
4 Central Office in Minnesota. In the Denver central
5 office, I can't remember the name of the Denver --
6 Dry Creek Central Office and in the Eden Prairie
7 Central Office in Minnesota they're not putting them
8 on racks, but.

9 EXAMINER WOODS: I thought you just said they
10 were. So you disagree with what she just said.

11 MR. DEANHARDT: Yes.

12 EXAMINER WOODS: Okay. That's clear. Go
13 ahead.

14 MR. DEANHARDT:

15 Q. Have you ever considered the question of
16 how you would mount a frame-mountable splitter on a
17 relay rack?

18 A. No.

19 Q. Now a relay rack -- let's come back.

20 Okay. Can you please turn to Attachment 2
21 to your testimony, which is Exhibit 1.0, Ameritech
22 1.0?

1 (Pause in the proceedings.)

2 A. Can I go get my binder?

3 Q. Sure.

4 A. Excuse me. I'm sorry.

5 Q. Do you have a copy of Attachment 2 of your
6 testimony in front of you now?

7 A. Yes, I do.

8 Q. Now Attachment 2 is the representation of
9 how Ameritech would provide line-at-a-time splitter
10 functionality according to your testimony. Correct?

11 A. Correct.

12 Q. Now Attachment 2 shows the use of ten
13 blocks on the distribution frames, doesn't it?

14 A. The blocks that I show where you could
15 provision many services on some blocks, when I drew
16 this out I didn't draw the blocks to state that all
17 of those blocks would be required on the frame. That
18 was just so that the cross connections wouldn't all
19 run together and be in close proximity, so, no, it
20 does not take that many blocks. That was just so
21 that I could show the cross-connects individually,
22 but the tie-cable blocks are in blocks of 100, and we

1 would provision many, many services off a 100 -pair
2 block. So this looks like there's one cross -connect
3 per block, and there's not.

4 Q. Okay. Let's walk through this then.

5 You've got the cable and pair block on the far
6 right-hand side of your diagram on the MDF. Correct?

7 A. Correct.

8 Q. And that has to be there for line sharing
9 under the situation described in this attachment.
10 Correct?

11 A. Correct.

12 Q. All right. That's one. You've got the
13 office equipment block that's on the far right -hand
14 side of the MDF. Is that correct?

15 A. Correct.

16 Q. And you're going to have to have a
17 connection to that block if you're going to provide
18 line sharing. Correct?

19 A. Correct.

20 Q. So that's two.

21 Now, on the left-hand side of the MDF you
22 have a block where the cable and pair is

1 cross-connected to. Do you see that? On the
2 left-hand side, it's the middle block with a little
3 dotted line that goes to it. Do you see that one?

4 A. What frame are you on?

5 Q. The MDF, left-hand side of the MDF.

6 A. Okay.

7 Q. Do you see that one?

8 A. Yes.

9 Q. Okay. And that block is going to be
10 required in a configuration that provides line
11 sharing as described in this attachment. Correct?

12 A. Correct.

13 Q. So that's three. Is that right? We're on
14 three now?

15 A. Yes.

16 Q. Now, at the top of that frame you've got
17 -- on the left-hand side you have another block that
18 connects to the office where there's a cross-connect
19 or a jumper running from that block to the office
20 equipment block. Do you see that?

21 A. Yes, I do.

22 Q. And that block is going to be required in

1 this configuration. Correct?

2 A. Well, that block might be on the same
3 block as the cable pair termination.

4 Q. So you might do 50/50, for example.

5 A. Well, I mean it just depends if there's
6 any space on that block when it gets assigned, and if
7 it's a 100-pair block and they assign a specific
8 order, they're going to assign those tie pairs
9 sequentially in a block.

10 Q. Okay. So let's assume someone uses 96
11 line shared lines. 96 line shared lines are used.
12 That's going to require you to use both blocks.
13 Correct?

14 A. I'm sorry.

15 Q. You could not bring the voice pair back to
16 the same block as the cable and pair from the outside
17 plant is attached to if you were using -- if a full
18 96 lines of line sharing had been provisioned, could
19 you?

20 A. Well, I think the tie pairs are 100 pair.
21 They're not 96. So tie pairs are 100, so, yes, you
22 could, but, yes, if you were at 101, yes, you're

1 going to assign another block.

2 Q. And if all 100 are being used by the cable
3 and pair -- the cable pair lines, then you can't also
4 put the 100 that are coming back from the voice
5 circuit on that same block. Correct?

6 A. That's correct. There's only 100
7 terminations on a block.

8 Q. And you have to bring it back -- you have
9 to bring the voice circuit back from the splitter in
10 order to connect it to the switch. Correct?

11 A. Yes.

12 Q. So unless you just simply have less than
13 50 lines, you're going to require both of these
14 blocks. Correct?

15 A. Well, we use tie-cables for all types of
16 services. We don't designate tie-cables for line
17 sharing, so to say that you had X amount of line
18 shared orders and you're making an assumption they
19 would all be on the same tie-cable block, that's not
20 necessarily true. It just is going to take however
21 many tie-cables are provisioned across there, then it
22 will assign the data and cable portion over a

1 tie-cable pair and the voice over another tie-cable
2 pair.

3 Q. But you're going to need to have more than
4 one block if you get more than 50 lines of line
5 sharing in order to bring both of those --

6 A. Yes.

7 Q. -- in order to terminate both of those
8 places. Correct?

9 A. Yes.

10 Q. Now, across the tie-cables from those two
11 blocks that we just discussed there's two more blocks
12 where the tie-cable terminates on -- I always get
13 this wrong, so I'll just do it -- the right-hand side
14 of the intermediate frame. Correct?

15 A. Correct.

16 Q. And then there are -- on the left-hand
17 side of the intermediate frame there are three
18 blocks, one each for the cable pair, one for the
19 voice line that's coming back to the office
20 equipment, and one for the data circuit. Correct?

21 A. Correct.

22 Q. And then there is a fourth block where the

1 data circuit is connected to the block where the CLEC
2 tie pairs terminate. Correct?

3 A. Correct.

4 Q. So in this schematic that's shown here,
5 that would make a total of ten blocks that are being
6 used according to this schematic, correct?

7 A. If you were using a separate block across
8 the IDF and MDF for your terminations, yes.

9 Q. And as we established before, if you use
10 more than 50 lines, you'd have to use at least two
11 blocks. Correct?

12 A. Correct.

13 Q. Okay. Now, this schematic also shows the
14 use of two tie-cables between the IDF and the MDF.
15 Correct?

16 A. This schematic shows two tie-cables
17 between the IDF and the MDF?

18 Q. Yes.

19 A. I've drawn a lot of tie-cables across
20 here, but which two are you referring to?

21 Q. Well, the only two you're using are the
22 ones that connect from the cable and pair -- from the

1 jumper on the cable and pair of the outside plant and
2 the one that's bringing back the voice circuit.
3 Correct?

4 A. Correct.

5 Q. And this also shows three tie-cables
6 between the POTS splitter and the IDF. Correct?

7 A. Correct.

8 Q. And one tie-cable between the DSLAM and
9 the IDF. Correct?

10 A. Correct.

11 Q. So that's a total of six tie-cables.
12 Correct?

13 A. Yes.

14 Q. And the configuration here also shows the
15 use of five jumpers. Correct?

16 A. That would be correct.

17 Q. And it also requires the use of a shelf on
18 a relay rack for location of the splitter. Correct?

19 A. Correct.

20 Q. Now, let's walk through how line sharing
21 works on your schematic here. Okay? Now the cable
22 and pair block is the block connecting to the outside

1 plant. Correct?

2 A. Correct.

3 Q. So a line would come in there. It would

4 have both the voice and data signals combined on it.

5 Correct?

6 A. Correct.

7 Q. And then it would travel across the

8 jumper, the dotted line, to the block on the other

9 side of the frame. Correct?

10 A. Correct.

11 Q. And then across the tie-cable to another

12 block on the IDF. Correct?

13 A. Correct.

14 Q. Across the jumper to the cable and pair

15 block on the left-hand side of the IDF. Correct?

16 A. Correct.

17 Q. And that's the horizontal side of the

18 frame. Correct?

19 A. Correct.

20 Q. I can't ever remember which one is

21 vertical, which one is horizontal.

22 Now from there, that signal crosses -- it's

1 still combined, correct, the voice and data signal?

2 A. Yes.

3 Q. Crosses on a tie-cable to the POTS

4 splitter. Correct?

5 A. Correct.

6 Q. And that's where the voice and data

7 signals are separated.

8 A. Correct.

9 Q. And then the voice signal -- we'll do

10 voice first. The voice comes back across the

11 tie-cable that you've marked at OE. Correct?

12 A. Correct.

13 Q. To, again, a block on the intermediate

14 frame.

15 A. Correct.

16 Q. And then across the dashed line that is a

17 jumper to the block on the other side of the IDF.

18 A. Correct.

19 Q. Across a tie-cable then to the MDF.

20 Correct?

21 A. Correct.

22 Q. And then to the office equipment block

1 which is connected to the switch.

2 A. Correct.

3 Q. And so that would complete the voice

4 circuit. Correct?

5 A. Yes.

6 Q. All right. Now, the data line, going back

7 to the POTS splitter, would come across the tie-cable

8 marked data to the block on the frame. Correct?

9 A. Yes.

10 Q. And then it would be cross-connected with

11 the little dotted lines here you have here as a

12 jumper to the block where the CLEC DS0s are

13 terminated. Correct?

14 A. That's correct.

15 Q. And DS0s are just a generic term for phone

16 lines. Right?

17 A. For a POTS line, yes.

18 Q. For copper pair, and then across that

19 tie-cable from the block on the IDF to the CLEC

20 DSLAM. Correct?

21 A. Correct.

22 Q. Now the tie-cables, the tie-cable that's

1 marked data and the tie-cable that connects from the
2 horizontal side of the IDF to the DSLAM, you're
3 required to use two tie-cables here because of the
4 decision to port or to provision this on a
5 port-at-a-time basis. Correct?

6 A. Yes, that's correct.

7 Q. Now if the splitter is dedicated to the
8 CLEC, then you could make a direct connection from
9 the splitter to the DSLAM using one tie-cable and
10 completely avoid the frame. Correct?

11 A. Yes, and that would be the same option as
12 the CLEC-owned splitter, the same wire
13 configuration.

14 Q. Now if SBC -- SBC/Ameritech intends to put
15 ILEC-owned splitters in what it calls the common
16 area. Correct?

17 A. Correct.

18 Q. And that's an area that's segregated for
19 CLECs. Correct?

20 A. Well, I don't know that it's separated or
21 segregated for CLECs, no. It's a common area where
22 CLECs have access to, but we have -- can have our

1 equipment there as well.

2 Q. But CLECs can't go outside of that area.

3 Right?

4 A. That's correct.

5 Q. And it's generally a designated area in a
6 central office that's usually near CLECs' collocation
7 areas. Correct?

8 A. Well, no, not in every central office.

9 No, it's not, but usually, yes.

10 Q. Now it's possible that this common area
11 could be on a different floor than the IDF. Correct?

12 A. Correct.

13 Q. Or in a one-floor central office it could
14 be all the way on the other side of the central
15 office. Correct?

16 A. It could be.

17 Q. Now in those situations, either where the
18 common area area is on a different floor than the IDF
19 or all the way across the central office from the
20 IDF, SBC/Ameritech would not move the splitter to
21 place it closer to the frame if space was available,
22 would it?

1 A. Well, SBC/Ameritech Illinois is placing
2 the splitter in a common area so that the CLECs have
3 access to it. Now within that common area we place
4 it as close to the frames as possible. So if, in
5 fact, it were over the second floor and the common
6 area was on this side and the frame was here, then it
7 would be mounted over close enough here so that you'd
8 have the shortest cable run possible.

9 Q. But the answer to my question, if there is
10 space that is closer to the frame that is available
11 and the space that's available in the common area is
12 farther from the frame, SBC/Ameritech will not put
13 the splitter in the area closer to the frame, will
14 it?

15 A. In a virtual collocation arrangement, yes,
16 we do.

17 Q. Okay. Again, my question, and we've been
18 talking about ILEC-owned splitter configuration, SBC
19 will not do it in that configuration, will it?

20 A. If it's an ILEC-owned splitter and there
21 is no other access, there's no other place to put it
22 in a common area, then we are going to put it in a

1 virtual area.

2 Q. If it's an ILEC-owned splitter and there's
3 space in the common area, but there's also space
4 closer to the frame, where is it going to go?

5 A. It will go in a common area closest to the
6 frame so CLECs have access.

7 Q. So even if there's a space closer to the
8 frame than the common area, it's going to go in the
9 common area.

10 A. That's correct, and the reason is to have
11 access.

12 Q. Now that could increase the length of the
13 data cable as compared to placing the splitter as
14 close to the frame as possible. Correct?

15 A. Well, it would depend on the different
16 office configurations.

17 Q. If the common area is farther away than my
18 space, my hypothetical space closer to the frame,
19 then that's going to necessarily increase the length
20 of the cable. Correct?

21 A. Correct.

22 Q. And in the configuration that you have

1 described on Attachment 2, that's going to -- the
2 effect of that lengthening is going to be doubled
3 because of the need to bring the data cable back to
4 the frame before you take it to the DSLAM. Correct?

5 A. The cable links could be doubled, but I
6 would like to say that this is the efficient standard
7 that the FCC laid out in paragraph 105; that this is
8 the configuration that is the most efficient.

9 Q. Well, we're discussing what's efficient
10 and not efficient, and your counsel will have an
11 opportunity to redirect you, but I'm correct, am I
12 not, that the length of that cable and whatever
13 additional length is necessitated by the decision to
14 put it in a common area as opposed to as close to the
15 frame as possible would, in fact, double by virtue of
16 the fact of having to bring the tie-cable back to the
17 frame before you take it to the DSLAM?

18 A. That's correct.

19 Q. Now, you are aware, are you not, that the
20 length of the cable -- or the length of the data
21 stream will affect whether -- or could affect whether
22 or not customers can even get DSL, correct?

1 A. Yes. DSL has a reach of 18,000 feet on
2 non-loaded cable.

3 Q. And, in fact, you've testified, haven't
4 you, that the request of Covad that SBC place the
5 splitter closer to the frame would give it a
6 competitive advantage over AADS because of
7 Ameritech's -- AADS' virtual location of the
8 splitters, correct?

9 A. No.

10 Q. Okay.

11 Can you turn to page 17 of your testimony,
12 lines 4 through 7?

13 A. Okay.

14 Q. Okay. Now you did say here, did you not,
15 that placing splitters either on the main
16 distribution frame or next to the frame provides the
17 CLECs with a competitive advantage in reaching
18 customers at the far end of the equipment reach,
19 i.e., 18,000 feet, correct?

20 A. Yes, and I'm stating what your arguments
21 are for placing equipment on our main distribution
22 frames. Those were the arguments that I understood

1 that the CLECs provided us in the collaborative, so
2 this is just a regurgitation of what I heard the
3 CLECs wanted.

4 Q. Well, did the CLECs come to you that we
5 want that because we want a competitive advantage
6 over AADS?

7 A. I didn't say over AADS. I said they
8 wanted a competitive advantage to get the longest
9 reach possible. That's what they communicated to
10 us.

11 Q. But if we had that configuration, for
12 example, AADS could also get that configuration and
13 get the same reach, correct?

14 A. No.

15 Q. Why not?

16 A. Because AADS' equipment that they have up
17 to now has been in a virtual lineup, which doesn't
18 necessarily mean anything as far as proximity to the
19 frame, and all of our DSL products we market to
20 customers with 17,500 reach, so we never in Ameritech
21 Illinois -- well, Ameritech Illinois didn't provide
22 line sharing, so let me back up that and say that in

1 the regions of SBC where there was line sharing in a
2 retail product, we limited our reach to customers at
3 17,500 feet.

4 Q. Now you don't know if AADS is doing that,
5 do you?

6 A. AADS is not doing line sharing.

7 Q. It's going to, isn't it?

8 A. Yes.

9 Q. Do you know if it intends to limit its
10 reach to 17.5 kilofeet?

11 A. No, I do not know, but I do know that
12 there is central office cabling required on all line
13 shared services and that the industry standard was
14 500 feet to consider for central office wiring.

15 Q. Now, the way AADS is going to deploy its
16 equipment in Ameritech central offices, it's not
17 going to require the cable that goes back to the
18 frame before coming to the DSLAM, correct?

19 A. Ameritech Illinois is going to be going to
20 physical collocation, it's my understanding. They're
21 not going to do virtual collocation as a matter of
22 principle, not to say that there won't be some

1 offices, so if they have their DSLAM in a collocation
2 area and they are using integrated DSLAMs, then they
3 have the distance from their collocation cage to the
4 frame because they choose to use integrated
5 splitters.

6 Q. They don't have the doubling effect,
7 correct?

8 A. They are using integrated splitters.

9 Q. So the answer to my question is I'm
10 correct; they don't have the doubling effect?

11 A. They're providing -- any CLEC that
12 provides their own splitters is going to have just
13 the run from their office to the frame. If they
14 choose an ILEC-owned splitter, then these splitters
15 are located in a common area, and, yes, the cabling
16 that it takes to get to the frame to make the
17 connection to the CLEC's facilities and then back to
18 carry the data to the CLEC is whatever it is.

19 Q. So the answer to my question is, if
20 Ameritech -- if AADS uses the integrated splitter,
21 it's not going to have the doubling effect of taking
22 the data path back to the frame before it comes to

1 the DSLAM. Correct?

2 A. That is correct.

3 Q. Now, we talked a lot about integrated
4 splitters. AADS could choose to purchase splitters
5 that didn't -- I'm sorry -- DSLAMs that did not have
6 the splitters integrated, couldn't it?

7 A. Sure.

8 Q. Now, are you aware that the only vendor
9 for splitter -- or for DSLAMs that have integrated
10 splitter functionality is Alcatel?

11 A. No, I'm not.

12 Q. Now, Alcatel is AADS' vendor, correct?

13 A. That is my understanding, yes.

14 Q. And it's SBC's vendor, correct?

15 A. Yes, it is. It's not the only vendor
16 approved, but, yes, it is one.

17 Q. It's the vendor for the DSLAMs that you're
18 deploying, correct?

19 A. I don't know what their business plans are
20 now and what they're deploying, different
21 technologies. I really don't.

22 Q. Now you are aware, aren't you, that a

1 splitter -- I'm sorry -- that a DSLAM with an
2 integrated splitter cannot provide any kind of DSL
3 service other than an ADSL variety?

4 A. It is my understanding that for line
5 sharing, ADSL is the only technology that Alcatel
6 presently supports on its I believe it's Alcatel 1000
7 product line.

8 Q. But you understand that Covad provides
9 services other than ADSL. Correct?

10 A. Correct.

11 Q. And you understand that Covad uses one
12 DSLAM to provide all those services, correct?

13 A. No, I don't know that.

14 Q. I'm not sure if we got this clearly or
15 not. You are aware, aren't you, that the only
16 service that those Alcatel DSLAMs with the integrated
17 splitters will provide are ADSL-based services?

18 A. I'm not familiar that that's the only
19 one. I know that's the only technology that
20 Ameritech Illinois is planning on offering at their
21 offering, but I don't know that they can't provide
22 other services.

1 Q. Well, you understand, don't you, that the
2 way that the splitter is integrated into the DSLAM is
3 by having a splitter functionality on the same line
4 card that the loop is plugged into to provide DSL?

5 A. Well, the way the technology works is that
6 one card handles four DSL lines, but you could do a
7 UNE loop, DSL capable loop, on that and just remove
8 the splitter card, so it doesn't -- it's not just for
9 line sharing. I mean Ameritech Illinois used that
10 Alcatel product for DSL stand-alone loops.

11 Q. I thought Ameritech Illinois never
12 provided DSL.

13 A. Oh, no, they provided DSL, certainly
14 have. They've provided DSL for a number of years.

15 MR. VAN BEBBER: Objection. Just for
16 clarification of the record, are we talking about
17 Ameritech Illinois or AADS or --

18 A. I'm sorry.

19 MR. VAN BEBBER: I think we've gone back and
20 forth a few times.

21 A. Yeah. I'm sorry. Let me clarify that,
22 and I apologize, and that is correct. Ameritech

1 Illinois has not provided retail services. Their
2 affiliate, AADS, has been providing DSL over the
3 Alcatel product as its stand-alone loop, just not
4 populating the splitter cards in the shelf.

5 Q. Now I'd like for you to -- what I want you
6 to look at is Covad Exhibit 2.2, which is attached to
7 Mike Zulevic's first verified statement.

8 Counsel, do you have a copy that the
9 witness could see or do I need to show her mine?

10 MR. VAN BEBBER: Zulevic exhibit what? 2.2?

11 MR. DEANHARDT: Yeah. It's attached to his
12 opening statement.

13 MR. VAN BEBBER: You'll need to show her yours.

14 MR. DEANHARDT: Okay.

15 MS. HIGHTMAN: Clay, I've got an extra one.

16 MR. DEANHARDT: Your Honor, may I approach the
17 witness?

18 EXAMINER WOODS: Yes.

19 Q. Ms. Schlackman, I'm showing you what's
20 attached -- what's been marked as Covad Exhibit 2.2,
21 which is an attachment to Mr. Zulevic's opening
22 verified statement in this docket. Do you have that

1 in front of you?

2 A. Yes.

3 Q. Okay. Now, although -- let's walk through
4 the provisioning or the line sharing path on this
5 diagram. Now, in this diagram the cable and pair
6 would come from the outside plant on the left-hand
7 side of the diagram. Correct?

8 A. That is correct.

9 Q. And it would be -- it would terminate on a
10 block on the vertical side of the MDF. Correct?

11 A. Correct.

12 Q. And then there would be a jumper that
13 would connect to a block on the horizontal side of
14 the MDF. Correct?

15 A. Correct.

16 Q. And then that would connect across one of
17 the two tie-cables that goes to the splitter.
18 Correct?

19 A. Correct.

20 Q. All right. And then the voice circuit
21 would be separated at the splitter, as we established
22 before. Correct?

1 A. Correct.

2 Q. And it would come back across we'll say

3 the lower tie-cable here, correct?

4 A. Correct.

5 Q. And terminate on another block on the

6 MDF. Correct?

7 A. Correct.

8 Q. And then there would be a jumper to an

9 office equipment block for the switch. Correct?

10 A. Correct.

11 Q. So that was a total of four blocks on this

12 diagram. Correct?

13 A. Correct.

14 Q. Okay. Now in this diagram as well you

15 have the splitter directly connected to the DSLAM.

16 Is that correct?

17 A. Correct.

18 Q. By a tie-cable. Correct?

19 A. Correct.

20 Q. So this would require -- this

21 configuration would require the use then of we have

22 three tie-cables. Correct? The two between the

1 frame and the splitter, the one between the splitter
2 and the DSLAM.

3 A. Correct.

4 Q. And, in addition, one shelf of relay rack
5 space. Correct?

6 A. Correct.

7 Q. And only two cross-connects at the frame.
8 Correct?

9 A. Correct.

10 Q. Now that's only one more cross-connect
11 than is required on a standard voice circuit.
12 Correct? If you're just provisioning voice, you do
13 require one cross-connect from the cable and pair
14 block to the office equipment block. Correct?

15 A. Correct.

16 Q. Okay. Now, let's assume for a moment,
17 hypothetically, that frame-mountable splitters were
18 being used. Can you do that?

19 A. It's difficult for me to do, but I'll
20 try.

21 Q. I'm starting with a hypo this time because
22 I was so successful with the real thing in Kansas.

1 And let's assume for a moment that they're
2 mounted on the frame instead of a relay rack. Can
3 you do that?

4 A. Yes.

5 Q. Now, in that situation, you would still
6 require the cable and pair block on the vertical side
7 of the main distribution frame. Correct?

8 A. Correct.

9 Q. And you'd still require the office
10 equipment block. Correct?

11 A. Correct.

12 Q. And those are going to be require whether
13 you're provisioning a voice circuit or a DSL circuit,
14 either one, correct?

15 A. You're line sharing, correct.

16 Q. That's right, because if you're providing
17 simply a UNE loop for DSL, you need the cable and
18 pair block but not the office equipment block.
19 Correct?

20 A. Correct.

21 Q. Now, in addition, if the CLEC were to
22 order 96 ports of splitter functionality, that would

1 require six additional splitter blocks. Right?

2 A. Correct.

3 Q. And that's because each of the splitter
4 blocks under current technology only port 16 lines.

5 Correct?

6 A. Correct.

7 Q. But you would only require one tie-cable
8 to connect from the blocks to the DSLAM, correct?

9 A. There is no tie-cable on a frame-mounted
10 splitter at all. It's all cross-connects.

11 Q. Well, okay. You could attach -- isn't it
12 correct that you could separate the wires of a
13 tie-cable and attach them to the data ports on a
14 frame-mountable splitter in the same way that
15 tie-cables are attached to a 100-pair block?

16 A. I don't believe you could because you'd
17 have the tie-cable pairs running over the face of the
18 block, if you were trying to pre-provision that. I
19 mean you wouldn't do that on the frame, but, then
20 again, we don't mount equipment on frames anyway, and
21 that's the reason why.

22 Q. But it could be done, correct?

1 A. Well, no. I mean -- would it function
2 correctly? No. It would be a mess.

3 Q. Okay. But you're not going to require any
4 shelf space -- well, okay. Let's back up.

5 Even taking your scenario, all that's going
6 to require is the use of one additional block,
7 correct?

8 A. For 16 lines --

9 Q. No. Let me back up and clarify. If we
10 assume for a moment that you could not attach the
11 tie-cable directly to the data ports, then there
12 would need to be one additional block where the CLEC
13 DS0s from the DSLAM terminated on the frame.
14 Correct?

15 A. Correct.

16 Q. And then you would have one additional
17 cross-connect that you would not otherwise have if
18 you could tie the tie-cables directly to the ports on
19 the -- data ports on the splitters. Correct?

20 A. Correct.

21 Q. Either way though, you're not going to
22 require any shelf space on a relay rack. Correct?

1 A. I'm sorry. I don't understand your
2 question.

3 Q. You would not -- you would be eliminating
4 the need for shelf space on a relay rack that exists
5 when you have a rack-mountable splitter. Correct?

6 A. A rack-mounted splitter.

7 Q. Sure. By using --

8 A. Okay. If you have a rack-mounted
9 splitter, you're going to use a rack. If you have a
10 frame-mounted splitter, if you were to put that in
11 your network and you were going to mount it on the
12 frame, then you would not be mounting it in a rack.

13 Q. And you would not have a need to have a
14 splitter mounted on a rack, correct, at all, in that
15 scenario?

16 A. In that specific scenario, that's
17 correct.

18 Q. If a splitter provides functionality in
19 increments of 16, then, theoretically, a CLEC could
20 order an entire splitter or functionality and order
21 only 16 ports or 32 ports and use two splitter
22 blocks, correct?

1 A. Will you repeat your question again,
2 please?

3 Q. Sure. The splitters that are mounted on a
4 frame each have the capacity to have 16 lines
5 provisioned through them, correct?

6 A. That 's my understanding.

7 Q. So let's say a CLEC projected that it was
8 going to sell 32 lines out of a central office. Can
9 you accept that assumption for me?

10 A. Yes.

11 Q. Under that assumption, a CLEC could, if
12 there were frame-mountable splitters, have two
13 dedicated splitter blocks to that CLEC. Correct?

14 A. If we were providing that functionality,
15 yes.

16 Q. Now I want you to look in your statement
17 at page 27, lines 8 through 9. Please tell me when
18 you're on page 27.

19 A. Okay.

20 Q. Now, you say there that none of the other
21 ILECs have plans to deploy this type of splitter
22 ubiquitously, if at all, in their networks. Do you

1 see that?

2 A. Yes, I do.

3 Q. Have you actually contacted any ILEC to
4 ask them if they plan to deploy frame-mountable
5 splitters?

6 A. Well, the only current vendor that
7 provides that 16-mounted splitter is Seicor, which is
8 now Corning, and I did talk to the sales rep at
9 Corning, and he gave me this information that is in
10 my testimony.

11 Q. Now you have not talked directly to any of
12 the ILECs to determine whether or not they're going
13 to provide frame-mountable splitters, have you?

14 A. Just GTE.

15 Q. Okay. And other than GTE, you haven't
16 talked to any about their future plans for providing
17 frame-mountable splitters, have you?

18 A. No, but I've read the contracts that have
19 been signed by the parties, and there's no frame -
20 mounted splitters in any of those but the US West
21 agreement.

22 Q. Now, and I think we're going to get into

1 this conversation with Corning, you say that only 25
2 such blocks have even been shipped from the
3 manufacturer through May 23, 2000, and those
4 shipments are being sent to US West.

5 A. Yes, that is correct.

6 Q. And where did you get that information?

7 A. From Mr. Rich Morris of Corning.

8 Q. And you've never seen the invoices, for
9 example, have you?

10 A. No.

11 Q. So you have no direct knowledge that this
12 is true. All that you have is knowledge of what
13 Mr. Morris said. Correct?

14 A. Mr. Morris gave me that information;
15 that's correct.

16 Q. How did you get that information from
17 Mr. Morris?

18 A. I talked to Mr. Morris on the telephone.

19 Q. Is Corning accustomed to telling SBC about
20 shipments that it's making to other ILECs?

21 A. I have no idea.

22 Q. When was the last time you talked to

1 Mr. Morris?

2 A. Last month.

3 Q. So you wouldn't know if say 1,000

4 frame-mountable splitters have been ordered since

5 then.

6 A. No, I would not know.

7 Q. Okay. Getting back to your testimony, at

8 page 14, lines 4 through 6.

9 A. Page 27?

10 Q. I'm sorry; page 14.

11 A. Page 14.

12 MR. DEANHARDT: Your Honor, I will say, I have a

13 ways to go. I'm not adverse, if the witness wants to

14 or if the Court wants to, to taking small breaks as

15 we go, but I'll go as long as people want to go.

16 EXAMINER WOODS: Is this a new area of inquiry?

17 MR. DEANHARDT: It is, yes.

18 EXAMINER WOODS: We'll take fifteen minutes.

19 MR. DEANHARDT: That's the reason I suggested

20 it.

21 EXAMINER WOODS: Okay.

22 (Whereupon a fifteen-minute

1 recess was taken.)

2 MR. DEANHARDT:

3 Q. Ms. Schlackman, at page 14, lines 4
4 through 6, you identify three main categories of
5 reasons why you say that Ameritech will not provide
6 splitters one shelf at a time. Correct?

7 A. Correct.

8 Q. And those are restrictions on the
9 inventory system, frame exhaust, and efficient use of
10 capital. Correct?

11 A. Correct.

12 Q. Okay. Now, I'm going to talk about them
13 in order, and we'll start with the inventory system.

14 At page 15, lines 14 through 17, you
15 testify that Telcordia stated that it could not even
16 begin to work on a change to the OSS for shelf at a
17 time until November. Correct?

18 A. Correct.

19 Q. But you never talked to anyone at
20 Telcordia directly about this, did you?

21 A. No, I did not.

22 Q. And you've never seen any documents from

1 Telcordia saying this, have you?

2 A. No, I have not.

3 Q. Now, SBC is willing to let Covad virtually

4 collocate rack-mounted splitters, correct?

5 A. Correct.

6 Q. And that splitter would be located, if it

7 was virtually collocated, it would be located outside

8 of the common area we discussed earlier. Correct?

9 A. Correct.

10 Q. And the splitter would be dedicated to

11 Covad. Correct?

12 A. Correct.

13 Q. And that means that neither SBC nor AADS

14 nor any other CLEC could use the ports in that

15 splitter. Correct?

16 A. No. That would be hard-wired over to your

17 -- Covad's DSLAM, and no one else would be able to

18 provide DSL service over that shelf.

19 Q. In that situation, SBC/Ameritech would

20 have to inventory the entire splitter shelf for its

21 OSS, wouldn't it?

22 A. No. We do not do any inventory for the

1 CLECs when they own their own shelf. The CLECs do
2 that.

3 Q. So you're going to have a piece of
4 equipment in a central office that isn't inventoried
5 for the central office techs to understand what it
6 is?

7 A. It will be inventoried in terms of it's on
8 a shelf and it's in a relay rack, but the ports, the
9 splitter ports, the 96 splitter ports, won't carry
10 any inventory on what's used and what's wired, no.

11 Q. So you'll have no idea how it's used.

12 A. No.

13 Q. First time I've heard that.

14 Okay. You would agree, wouldn't you, --
15 well, let's talk for a moment about this frame
16 exhaust problem. You would agree, wouldn't you, that
17 the appropriate measure for determining frame exhaust
18 is the percentage of utilization of the frame?

19 A. Well, and also that you would not want to
20 utilize your frames in such a way that you misuse
21 them or you put equipment on there that didn't belong
22 or you put terminations on an MDF that would most

1 properly be put on an IDF. All those things would
2 lead to frame exhaust, not just utilization, but how
3 you intend to utilize it in the future.

4 Q. The way to determine whether or not a
5 frame is exhausted is by using the percentage of
6 utilization of that frame. Correct?

7 A. Available space that's available on the
8 frame.

9 Q. Yes.

10 A. Well, because the blocks on the frame
11 might not be utilized at all, so I can't say frame
12 utilization because many, many, many of the blocks
13 aren't even utilized hardly at all, and they're
14 taking up space on our frames.

15 Q. So if the blocks aren't being utilized and
16 they're taking up space, those blocks could be
17 removed, correct?

18 A. No, they can't, because they might have --
19 let's just say that in your example of a 16-line
20 splitter and you only use three ports and now I've
21 got 13 vacant ports sitting there, I can't take 13
22 ports off my frame. The whole block is there.

1 Q. Well, but what you said was there's lots
2 of blocks on the frame that aren't being used.

3 A. Fully utilized, but they're there taking
4 up space.

5 Q. So SBC makes a practice of connecting two
6 lines to a block, then going to the next block
7 connecting another two lines?

8 A. No. SBC or Ameritech Illinois will
9 terminate CLECs' blocks or the blocks that they use
10 for their own. How the CLECs, in what kind of
11 service penetration they have, how many cables you
12 even wanted to terminate on the frame, I don't
13 believe we get to tell you to put in just a 200 -pair
14 cable. If you want to put in a 900 -pair cable and
15 terminate it on nine blocks, you get to do that. You
16 might not be utilized, but you still get to take up
17 the frame space.

18 Q. Well, but those blocks are being utilized
19 because they're being used by someone other than
20 SBC. Correct?

21 A. Yes.

22 Q. So if you were to do a percentage of

1 utilization on the frame, it would take into account
2 blocks that are being used for purposes other than
3 those for which SBC uses them. Correct?

4 A. Actually I'm not -- I don't know the
5 answer to that. I'm not a frame space planner.

6 Q. Okay. Well, have you ever seen a study of
7 the percentage of utilization of frames at Ameritech
8 Illinois?

9 A. No, I have not.

10 Q. So you don't have any idea how many frames
11 in Illinois have a current frame exhaust problem, do
12 you?

13 A. I do know from our splitter deployment
14 schedule the Ameritech Illinois offices that have
15 frame exhaust because they are placed on the schedule
16 as such, that they have frame exhaust.

17 Q. And those are the only -- only the ones
18 that are on the current deployment schedule, correct?

19 A. Those are the ones that the CLECs rated
20 and ranked. So beyond those offices, if there's
21 frame exhaust, I don't have personal knowledge of
22 those.

1 Q. Now you're familiar with integrated
2 digital loop carrier, aren't you?

3 A. Yes, I am.

4 Q. And I'm going to call it IDLC. Is that
5 okay?

6 A. Okay.

7 Q. Now IDLC bypasses the frame in a central
8 office by bringing the voice signal across fiber
9 directly to the switch. Correct?

10 A. Correct.

11 Q. And Ameritech Illinois uses IDLC, doesn't
12 it?

13 A. Yes, it has some IDLC.

14 Q. And Project Pronto will also use IDLC,
15 won't it?

16 A. Not totally, yes.

17 Q. But it will use IDLC, won't it?

18 A. Some.

19 MR. DEANHARDT: Your Honor, may I approach the
20 witness?

21 EXAMINER WOODS: Sure.

22 MR. DEANHARDT: I can't find my exhibits. I

1 apologize. I pulled them out. Where did they go?

2 (Pause in the proceedings.)

3 Your Honor, I apologize. I had a stack of
4 exhibits that now seems to be missing.

5 EXAMINER WOODS: Sounds like an Ameritech plot
6 to me.

7 (Laughter)

8 MR. BINNIG: We also killed JFK.

9 (Laughter).

10 MR. DEANHARDT: Actually, that one I'd believe
11 more than this one.

12 (Brief pause in the proceedings.)

13 They didn't disappear. I just can't see.

14 Q. I've handed you a copy of Rhythms Data
15 Request 64 with a document attached to it. Do you
16 have that?

17 A. Yes, I do.

18 MR. DEANHARDT: Your Honor, I'd like to have
19 this marked as Rhythms/Covad or Covad Schlack man
20 Cross Exhibit 2.

21 MR. BINNIG: Your Honor, I would note that this
22 does have the designation Restricted Proprietary

1 Information on each page, and so if it's going to
2 ultimately be introduced into the record, we would
3 want it given proprietary treatment, and if
4 Ms. Schlackman is going to be asked about substance
5 of this document, we would want that to be in
6 camera.

7 MR. DEANHARDT: If you'll hold on just one
8 second, Your Honor.

9 (Whereupon an off-the-record
10 discussion transpired, and
11 Covad Schlackman Cross
12 Exhibit 2 was marked for
13 identification.)

14 EXAMINER WOODS: Back on the record.

15 MR. DEANHARDT:

16 Q. Ms. Schlackman, while we were off the
17 record you've had a chance to look at the documents
18 attached to Rhythms Data Request 64. Correct?

19 A. Yes.

20 Q. And as a foundational matter, can you tell
21 me what that document is?

22 A. Loop Planning Guidelines and Methods and

1 Procedures for Project Pronto.

2 Q. And according to this, this is the April
3 14, 2000 revision. Correct?

4 A. Correct.

5 Q. Now, the paragraph you've been looking at
6 is the second full paragraph on page 13 of this
7 document. Correct?

8 A. Yes.

9 Q. By the way, have you ever seen this
10 document before?

11 A. No.

12 Q. Now have you had an opportunity to read
13 that paragraph?

14 A. Yes.

15 Q. Okay. According to this document, isn't
16 it correct that when SBC provisions ADSL and POTS,
17 that it will -- to a customer who can be served by
18 the Project Pronto architecture, it will migrate --
19 I'm sorry -- but it's currently served by copper, it
20 will migrate that service or that customer to the
21 Project Pronto architecture and thereby free up CO
22 pairs?

1 A. Yes, and it's erroneous to assume that
2 those CO pairs are not going to be still terminated
3 on our frames and used elsewhere, and so there isn't
4 -- just because we're not using them for that
5 subscriber, they're going to be used for other
6 subscribers.

7 Q. But they could also be used for CLECs,
8 correct?

9 A. Yes.

10 Q. And they could not be used at all,
11 correct?

12 A. I would doubt that they would not be used
13 at all if they're feeder pairs.

14 Q. Well, this is an overlay network, correct?

15 A. Yes, it is.

16 Q. So it's not intended to replace the copper
17 that's in the ground, correct?

18 A. That is correct.

19 Q. It's intended to augment the copper that's
20 in the ground. Correct?

21 A. It's not so much intended to augment
22 copper in the ground as it's intended to provide a

1 reach so we can provide DSL service for customers
2 beyond 18,000 kilofeet [sic].

3 Q. But you're not going to be ripping the
4 copper out of the ground, are you?

5 A. No, we're not.

6 Q. And if you are trying to reach customers
7 beyond -- how many kilofeet did you say?

8 A. Well, it's actually 17.5 in the practice,
9 and they use 17.5.

10 Q. Beyond 17.5 kilofeet, then you wouldn't be
11 reusing those copper facilities to reach those
12 customers, would you?

13 A. You would be using them to reach customers
14 that had POTS lines that didn't have DSL service,
15 and, you know, if an end user had a DSL line that
16 they line shared while their son was in school and
17 then he goes off and they don't use the Internet,
18 then we wouldn't keep them on Project Pronto and tie
19 it up. It's intended to provide DSL service, and,
20 oh, by the way, it can do POTS, but the bandwidth
21 that we're putting in is for DSL service, and as we
22 grow DSL service, we don't intend to keep the POTS

1 customers on there if we need that bandwidth for DSL
2 service.

3 Q. How is AADS or ASI going to provide DSL
4 across Project Pronto if it's not going to line
5 share?

6 A. Line sharing over the fiber-fed -- if I
7 could draw.

8 Q. Actually, I would just prefer an answer to
9 my question.

10 A. Okay. There is not going to be any line
11 sharing over fiberoptics because it's not technically
12 feasible. What Project Pronto is going to do is use
13 the same distribution copper plant that's in place
14 today, and at the remote terminal, instead of using
15 digital loop carrier systems that are today, the
16 traditional ones we use, this architecture deploys
17 what we call next generation digital loop carrier
18 systems. The acronym for that is NGDLC. Those
19 digital carrier systems provide DSL service, but they
20 don't provide DSL service on the same facility that
21 they provide the voice traffic back to the switch.
22 So the fiberoptic -- the service that you referred to

1 in this broadband service that you gave me on our
2 Project Pronto service description is exactly right.
3 It's a service. It's an end-to-end service. The
4 line sharing part of this service, if you wanted to
5 line share, is the same line sharing that's available
6 to you today if you wanted to line share at a remote
7 terminal.

8 Q. And that's despite the fact that, as we
9 established earlier, or what you're saying now is
10 despite the fact, as we established earlier, the
11 Accessible Letter says that line sharing will be
12 provided across fiber components as part of the NGDLC
13 network. Isn't that correct?

14 A. No, that's not what that says. There is
15 no line sharing on fiber.

16 Q. Okay. We'll let the document speak for
17 itself.

18 Now, let's talk for a minute about
19 efficient use of the network and stranded
20 investment. It's true, isn't it, that splitter
21 shelves that are made to fit into a relay rack fit
22 into a standard size relay rack?

1 A. Yes.

2 Q. And SBC has a lot of equipment that fits
3 into standard size relay racks, correct?

4 A. Yes.

5 Q. And other CLECs use equipment as well that
6 fit into standard size relay racks, correct?

7 A. Yes.

8 Q. So if a splitter were removed from a shelf
9 in a relay rack, that relay rack could be reused for
10 either SBC or other CLEC equipment. Correct?

11 A. Yes.

12 Q. Okay. Now, a frame-mountable splitter
13 fits on a standard frame. Correct?

14 A. It can be mounted on a frame, yes.

15 Q. Okay. As a matter of fact, it's made for
16 that, isn't it?

17 A. Yes.

18 Q. And it fits on a standard size frame.
19 Correct?

20 A. Yes.

21 Q. It doesn't require changing the frame to
22 make it capable of supporting the splitter itself.

1 A. No.

2 Q. Okay. So if frame-mountable splitters
3 were not being used and were removed from the frame,
4 SBC/Ameritech could reuse the frame by placing other
5 frame blocks there. Correct?

6 A. That is correct.

7 Q. Now the structure of a main distribution
8 frame and an intermediate distribution frame is
9 exactly the same. Isn't that correct?

10 A. Yes.

11 Q. And if Covad or Rhythms or any other CLEC
12 paid for the splitter as a pass-through cost, then
13 SBC Ameritech would have no stranded investment in
14 the splitter, would it?

15 A. Yes, we would.

16 Q. Okay. If Covad continued -- let's assume
17 for a second that Covad didn't pay all the cost of
18 the splitter as a pass-through cost. Let's assume
19 that we continued down the path of paying it in the
20 rates proposed, for example, by SBC. If Covad
21 continued to use the splitter because its customers
22 continued to use DSL, there would be no stranded

1 investment, would there?

2 A. Well, it would be if it's on a shelf at a
3 time and you're proposing to pay for all the cabling
4 and all the shelf up-front costs, and we were
5 deriving maximum revenue and you had it full, 100
6 percent utilized, I would say we would not have a
7 stranded investment.

8 Q. Okay. Now let's focus for a moment
9 because I was talking about the splitters and not the
10 cabling and the other things. Cabling, we've
11 established through Mr. Smallwood, that the cabling
12 required on the CLEC's side of the intermediate
13 distribution frame is a collocation charge that's
14 paid by the CLEC at the time of, for example, wiring
15 the tie-cables. Correct?

16 A. Yes, but how about -- then you've got the
17 cabling that's terminated on the frame that's
18 providing the continuity back to the splitter shelf.

19 Q. You mean for the data line.

20 A. Correct.

21 Q. Under the situation that SBC has proposed
22 where it does this line at a time, and that data line

1 is required, correct?

2 A. Yes, but you also have the cables --
3 (interrupted)

4 Q. But under the situation where Covad has
5 proposed where the splitter is cabled directly to the
6 DSLAM, that would be a collocation cost, correct?

7 A. I'm not sure on the OE side if that would
8 be a collocation cost or not. I guess it would be.

9 Q. Now SBC/Ameritech's affiliates are
10 continuing to roll out plans to deploy DSL, correct?

11 A. I'm not aware of their business plans. I
12 assume that they would, but I'm not aware of their
13 business plans.

14 Q. Well, you just testified that that's what
15 Project Pronto is designed for, correct?

16 A. Well, Project Pronto is going to be --
17 right now I don't know how Project Pronto is going to
18 roll out because we're still waiting for the FCC to
19 decide whether or not we can even own the OCDs and
20 those line cards at the remote terminal, so right now
21 there's not an offering for Project Pronto until we
22 get a final determination from the FCC, and we might

1 not have a product at all.

2 Q. But it's designed, as you just testified
3 earlier, to provide ADSL to end users. Correct?

4 A. Well, actually, not just ADSL but other
5 services, according to Alcatel.

6 Q. But you said a moment ago that it wasn't
7 designed to provide voice. It was designed to
8 provide DSL. Correct?

9 A. When I say it was designed, let's not go
10 into how the manufacturer designed it. How we are
11 deploying it in -- if we do get to deploy the
12 architecture, how we're deploying it -- the design
13 that we are deploying is to get the maximum reach for
14 all DSL services.

15 Q. Now you wouldn't be deploying -- well, I'm
16 sorry. It's been publicly stated that the Project
17 Pronto develop is roughly \$6 billion. Is that
18 correct?

19 A. That's what I've heard, yes.

20 Q. Now SBC would be foolish to spend
21 \$6 billion in deploying architecture to support DSL
22 if it didn't think there was demand for DSL, wouldn't

1 it?

2 A. Correct.

3 Q. So we can assume that at least from SBC's
4 perspective that SBC sees sufficient demand for DSL
5 to support the deployment of a \$6 billion network.

6 A. Yes, and that's by all carriers. That's
7 at parity and will be offered on a basis to all
8 carriers.

9 Q. Now if you'd please look at page 25, lines
10 19 through 21 of your testimony.

11 A. We're on page 25 of my testimony?

12 Q. Yes, lines 19 through 21.

13 A. Okay.

14 Q. Now do you see where you say that offering
15 splitters a line at time is actually more cost
16 efficient to both Ameritech Illinois and the CLEC
17 than offering splitters a shelf at a time?

18 A. Yes.

19 Q. Okay. Now, you've never conducted a study
20 to compare the cost of purchasing 96 ports of
21 splitter functionality one port at a time against
22 purchasing 96 ports of splitter functionality a shelf

1 at a time, have you?

2 A. I'm sorry. Explain that again.

3 Q. Sure. You've never conducted a study,
4 have you, to determine -- to perform a cost
5 comparison between buying 96 ports of splitter
6 functionality one port at a time versus dedicating
7 that shelf or dedicating a shelf of 96 splitter ports
8 to a CLEC, have you?

9 A. No.

10 Q. To your knowledge, no one else at SBC or
11 Ameritech have performed such a study either, have
12 they?

13 A. I believe they have, yes.

14 Q. You believe they have, but you've never
15 looked at it?

16 A. Well, we discussed it. I never looked at
17 -- I mean we didn't have any formal report, if you
18 will, but when we were doing the determination back
19 in March on offering splitters at all, of course we
20 did research into it, and there was data that was
21 provided that went into making the decision that line
22 at a time was the offering that we would make

1 available to CLECs if they chose it.

2 Q. Well, and you specifically compared --
3 someone at SBC or Ameritech specifically compared the
4 cost of 96 -- providing 96 ports one port at a time
5 versus the cost of providing 96 ports a shelf at a
6 time?

7 A. Absolutely, and the determining factor on
8 that was the number of blocks that it was going to
9 take on the frame if we did shelf at a time, and that
10 cost was staggering compared to the cost of the
11 shelf, which led to the decision to do line at a time
12 because of the staggering cost of providing all the
13 blocks on a shelf at a time.

14 Q. If you had ten CLECs that all sold 96 --
15 your testimony talks about this hypothetical where
16 you have ten CLECs that purchase a certain number of
17 lines. Is that correct?

18 A. Yes.

19 Q. Okay. Now, if all ten of those CLECs were
20 to purchase and use 96 lines in the SBC way of
21 provisioning this service, that's not going to
22 require any fewer blocks than if each of those ten

1 splitter shelves were dedicated to the CLECs.

2 A. Oh, absolutely.

3 Q. We've already established, haven't we,
4 that --

5 A. It's six blocks to twenty blocks. That's
6 the difference. It's twenty blocks if ten CLECs do
7 shelf at a time, and it's six blocks -- or three
8 blocks of 96 lines. It's three blocks. Twenty
9 blocks versus three blocks to do the same thing.

10 Q. If you do all ten splitter shelves.

11 A. If I do ten splitter shelves --

12 Q. You do all 960 lines. You're not going to
13 do it on three blocks, are you?

14 A. If I do ten splitter shelves, that's 96
15 lines that it takes. For a CLEC at a time, it takes
16 two blocks. Ten times two is twenty. That's twenty
17 blocks. If I have 96 lines, I'm going to provision
18 -- on a 96 line shelf, I'm going to have three
19 blocks on the frame.

20 Q. Right.

21 A. So that's three blocks opposed to twenty
22 blocks, and that is the cost factor that went into

1 the study that totally proved in the line at a time.

2 Q. Now listen very carefully to my

3 hypothetical because you're not even close to

4 answering the question that I'm asking.

5 If the ten CLECs all ultimately order 96

6 lines of line sharing, 960 total line sharing lines

7 amongst the CLECs out of that central office, each of

8 those CLECs would have to have the equivalent of an

9 entire splitter shelf of capacity. Correct?

10 A. Correct.

11 Q. Each of those splitter shelves of

12 capacity, under the SBC architecture, would require

13 the use of four blocks on the frame. Correct?

14 A. Well, it's three blocks on the frame. The

15 other block is there anyway, the CFA block.

16 Q. But for the use of -- in order to provide

17 line sharing, it's going to require the use of those

18 four blocks. Correct?

19 A. Yes, yes.

20 Q. So four times ten is forty, correct?

21 A. Yes.

22 Q. Okay. Now, if you did the same

1 architecture with Covad's proposal where those same
2 ten splitter shelves were dedicated and therefore
3 there was no cable coming back to the frame, we've
4 already established that that only requires two
5 blocks on the horizontal side of the frame.

6 Correct?

7 A. Yes.

8 Q. Okay. And two times ten is only twenty.

9 Right?

10 A. Yes.

11 Q. Okay. So if the CLECs order 960 total
12 lines, those ten CLECs, under the SBC architecture
13 you're going to use forty blocks and under the Covad
14 architecture with a dedicated splitter you're only
15 going to use twenty.

16 A. And the efficiencies that I'm going to
17 have is when I have all those ten CLECs with 96
18 shelves and 960 customers, chances are they're going
19 to switch from Covad to Rhythms to ASI to North Point
20 to New Edge, and then I only have to move one jumper
21 on my frame, not pull out all of them. I only move
22 one jumper on my frame. That's the efficiencies in

1 paragraph 105 that specifically talk to this
2 architecture.

3 Q. Well, a minute ago you told me the
4 efficiencies were that it would require a
5 significantly lower number of blocks. We've just
6 established that --

7 Q. It does. It does that.

8 Q. Isn't it true, Ms. Schlackman, that the
9 CLEC vote regarding line-at-a-time provisioning that
10 you refer to at page 13, lines 10 through 17 of your
11 testimony, was taken for purposes of the trial?

12 A. No, that is not my testimony. It is my
13 testimony that when the CLECs voted, they voted and
14 they stated that they did not want to have any
15 architecture in the trial that we were not willing to
16 go forward with, and, as a matter of fact, they even
17 said they didn't want to do a trial if we wouldn't
18 commit to going forward with that architecture.

19 Q. Now we're not -- you don't understand
20 Covad to be saying that SBC should not go forward
21 with line-at-a-time architecture, do you?

22 A. No. I understand that Covad wants a menu

1 of options.

2 Q. Okay. Now, Covad never said that it
3 wanted only line-at-a-time provisioning for the final
4 product, did it?

5 A. No.

6 Q. And isn't it also true that at the meeting
7 where SBC announced that it would offer an ILEC-owned
8 splitter, SBC also announced that it had not decided
9 whether to provide the functionality on a
10 shelf-at-a-time or port-at-a-time basis?

11 A. That's correct. We had not done all the
12 analysis that you and I just went over.

13 Q. Okay. And after that point, SBC never
14 took a vote from the CLECs over which architecture
15 they would prefer if they had a choice between one or
16 the other, did they?

17 A. Actually, when we made the option
18 available to the CLECs, it was always that there was
19 only one option, so of course we didn't go back and
20 vote again because from the very beginning we said we
21 were not going to be providing any splitters. We
22 were taking the approach that Bell Atlantic was

1 taking, no splitters. Then when the CLECs asked us
2 -- well, when we got to the point where we agreed to
3 provide splitter functionality, we told the CLECs we
4 were only going to do it one way. It never was ever
5 broached that CLECs -- we were going to provide
6 splitter functionality, and what we said was if you
7 want shelf at a time, then put your own splitter in
8 and provide your own functionality a shelf at a time;
9 that you have that capability.

10 Q. Ms. Schlackman, are you aware that a
11 refusal to negotiate terms and conditions of a
12 contract constitutes bad faith under Section 251 of
13 the --

14 MR. VAN BEBBER: Objection; calls for a legal
15 conclusion.

16 EXAMINER WOODS: And I don't know what -- what
17 does that have to do with this?

18 MR. DEANHARDT: Well, what it has to do with is
19 I'm going to follow up with a question that she just
20 said that basically they were told you're going to
21 get it one way, and that that was, in essence,
22 according to the testimony I think I just heard, a

1 nonnegotiable item. I'm going to find out if that's
2 true or not, and whether or not they took a vote and
3 whether or not they discussed it.

4 EXAMINER WOODS: What does that have to do with
5 this arbitration?

6 MR. DEANHARDT: Well, this arbitration is over
7 the terms and conditions for providing line sharing
8 in the agreement -- I'm sorry -- in our
9 interconnection agreement, all of which spring from
10 there has been testimony, all the collaborative
11 process and everything else.

12 EXAMINER WOODS: But what does whether or not
13 the negotiations were in bad faith or not have to do
14 with what I'm going to have to decide? Why is that
15 relevant to what this Commission is going to have to
16 decide?

17 MR. DEANHARDT: I think it's relevant to
18 determining whether, for example, SBC ever gave
19 adequate consideration to options other than the one
20 that they came in demanding.

21 EXAMINER WOODS: Why don't you ask her that?

22 MR. DEANHARDT: That's not nearly as fun a

1 question.

2 EXAMINER WOODS: I know, but it's one you might
3 get answered. Why don't you ask her that?

4 MR. DEANHARDT: I think we've already heard the
5 long, iterative version of that.

6 Q. Actually, let's answer the question that I
7 originally asked, which you still haven't answered,
8 which is did SBC ask for another vote after they came
9 back and said that they had decided to provide
10 splitter functionality but didn't know -- had not
11 decided which way they were going to do it?

12 A. When we took the vote, the CLECs did not
13 know if we were providing shelf or line. That was
14 helping us determine which way to go. So when we got
15 the vote, my understanding was that it was very clear
16 to the CLECs that when the ILEC provided the
17 splitter, that was an option, but to characterize
18 that there's only one option is not true. There are
19 options. There are options to go virtual. There are
20 options to go physical collocation where the CLEC
21 owns it, and there's an option for the CLEC to
22 purchase it from us. There's also an option for the

1 CLEC to provide an integrated DSLAM. So there were
2 many options available to the CLECs. The option that
3 we offered, if we owned it, was line at a time.

4 Q. I'm going to ask my question now for the
5 fifth time, which is, after SBC came back and told
6 the CLECs that it would offer an ILEC-owned splitter
7 but that it had not decided whether it was going to
8 do it on a port-at-a-time or a shelf-at-a-time basis,
9 did SBC take another vote from the CLECs to determine
10 how the CLECs would prefer that a final offer be
11 made?

12 MR. VAN BEBBER: Objection, Your Honor. This is
13 getting argumentative, and it has been asked and
14 answered multiple times.

15 MR. DEANHARDT: It hasn't been answered. It has
16 been asked.

17 EXAMINER WOODS: I don't believe the question
18 has been answered. Was there another vote?

19 A. No, there was no other vote. There was
20 never ever a vote contemplated to be taken.

21 EXAMINER WOODS: Thank you.

22 MR. DEANHARDT: Okay.

1 Q. Ms. Schlackman, your testimony also makes
2 reference to a California order regarding
3 provisioning intervals for line sharing. Is that
4 correct?

5 A. Yes. Could you point me to my testimony
6 where that is?

7 Q. Actually, I don't need to go into the
8 details. It says that, and you recall that, correct?

9 A. Yes.

10 Q. But your testimony doesn't make reference
11 in either your verified statement or your
12 supplemental statement to the Texas order on the
13 intervals for line sharing, does it?

14 A. I don't recall. I don't think it does. I
15 don't recall.

16 Q. Okay. And you're aware, aren't you, that
17 in that proceeding the ALJ has ordered SWBT to
18 provide line sharing on loops that do not require
19 conditioning within three business days or in parity
20 with its data affiliate, whichever is less, correct?

21 A. That's correct.

22 Q. Okay. And SWBT is going to meet that

1 interval, isn't it?

2 A. I don't know.

3 Q. It's going to try, isn't it?

4 A. I don't know.

5 Q. Okay.

6 Will Ameritech Illinois provide Covad with
7 data regarding the actual interval for providing line
8 sharing to AADS in Illinois?

9 A. No, I don't believe so.

10 Q. Okay. Now SBC or Ameritech, however, is
11 proposing that the interval be defined on the basis
12 of parity with the provisioning to that data
13 affiliate, correct?

14 A. The performance measures that are set up
15 for DSL are not network issues, and I'm a network
16 expert to testify on network issues, and I am not
17 familiar at all and could not go down that line of
18 questioning on performance measures because I don't
19 know.

20 Q. But in your testimony you say that -- you
21 are the sponsoring witness for the Ameritech position
22 that provisioning should be in parity with AADS.

1 Correct?

2 A. Yes.

3 Q. And my question is, frankly, how can --
4 that is Ameritech's position, correct? That it will
5 be in parity with AADS, correct?

6 A. We're going to be at parity with all
7 CLECs, not AADS, but all CLECs.

8 Q. But the proposal that Ameritech has made
9 is that it's in parity with its own data affiliate.
10 Correct?

11 MR. VAN BEBBER: Objection; asked and answered.
12 She said all.

13 EXAMINER WOODS: She can answer it.

14 A. All.

15 Q. Okay. Is there any way to check parity if
16 SBC, as you just said it would not, will not provide
17 Covad with the data to determine the interval with
18 which it provides line sharing to AADS?

19 A. Again, these are performance measures
20 issues that I have no knowledge of what information
21 gets shared in what forums, in what commissions, and
22 I don't know how the performance measures get

1 communicated.

2 Q. So you don't even know if Ameritech
3 collects data that would reflect the intervals
4 between the time that AADS orders or will order line
5 sharing and the time a loop is provisioned, do you?

6 A. That's correct.

7 Q. And if such data is collected, you
8 wouldn't know how it's measured, would you?

9 A. I don't know.

10 Q. Ms. Schlackman, Ameritech has access to
11 both the intermediate distribution frame and the main
12 distribution frame, correct?

13 A. Yes.

14 Q. Okay. And Ameritech requires Covad and
15 other CLECs to -- when they are collocating equipment
16 in a central office, to run their own cables to the
17 appropriate frame, correct?

18 A. Correct.

19 Q. And in order to run the cables to the
20 frame, that requires the CLEC to have access to the
21 frame. Correct?

22 A. No. The CLEC doesn't have access to the

1 frame. The vendor that's on the approved vendor list
2 of Ameritech Illinois has access to the frame.

3 Q. Who hires the vendor?

4 A. The CLEC off of the approved list that
5 Ameritech Illinois provides.

6 Q. And if Covad used a vendor that was
7 approved by Ameritech Illinois to perform tests on
8 its DSL service at the cross-connects on the frame,
9 would Ameritech permit that?

10 A. I don't think so, no.

11 Q. But the vendors are permitted to have
12 access to the frame in order to install our cables.

13 A. The vendors that we use are the same
14 vendors that you use, and those vendors, that list of
15 vendors, are the only vendors that are authorized to
16 come in under maintenance windows with a method of
17 procedure that those vendors have to file with the
18 office manager, and it's a specific amount of work,
19 and, again, those are vendors that are under our
20 control. We can fire them if we don't like their
21 work, and so it's a totally different scenario when
22 it's a SBC or Ameritech approved vendor that's doing

1 work in an Ameritech office.

2 Q. Now you did understand when I asked my
3 question before, and you said -- about using vendors
4 to test the loop, that I did refer to Ameritech-
5 approved vendors. You understood that, correct?

6 A. And I'm stating that the vendors that we
7 allow on our frames are vendors that pull cables and
8 place the blocks on the frames for all carriers,
9 including ourselves.

10 Q. Are there any other SBC ILECs that require
11 CLECs to have access to the frame to put their own
12 tie-cables on?

13 A. CLECs don't have access to our frames to
14 put any cables on.

15 Q. It's true that Ameritech requires us to do
16 it, correct?

17 A. You pay the bill when you use an Ameritech
18 provided and approved vendor.

19 Q. Who hires the vendor?

20 A. You have to pay the bill. You hire the
21 vendor.

22 Q. Okay. Now, instead of giving Covad and

1 Rhythms test access at the cross-connects to the
2 splitter, SBC has decided to use splitter cards with
3 test pins in the ILEC-owned splitter configuration.
4 Isn't that correct?

5 A. Yes, that is correct.

6 Q. Those cards are more expensive than the
7 regular cards, the splitter cards that don't have the
8 test pin access, correct?

9 A. No, that is not correct.

10 Q. Well, Mr. Smallwood submitted a new cost
11 study that showed the price of the splitter on a
12 line-per-line basis going up because of the addition
13 of these cards. Are you saying that that's not
14 correct? That the price should not have gone up?

15 A. In Mr. Smallwood's testimony it was also
16 that there was cabling that was going from the
17 splitter to the collocation cage that was providing
18 test access through the splitter. I didn't look at
19 his cost study, but I do know that he had to change
20 his cost study when we went to the splitters with
21 test access because we weren't caging out and
22 cross-connecting to the DSLAMs.

1 Q. Well, I actually think you have that
2 reversed. You eliminated the cross-connect, but the
3 price did go up.

4 A. If you showed me the study, I could look
5 at it. I didn't look at the cost study.

6 Q. Do you know if the price went up or not?

7 A. No, not really.

8 Q. If Covad had access to jumpers for testing
9 purposes, it would not need to use the cards with the
10 test pins, would it?

11 A. No, it wouldn't.

12 Q. I want to turn again to Attachment 2 to
13 your testimony. Now looking again at the circuit
14 that connects from the Ameritech POTS splitter back
15 through the IDF, through the cross-connect, through
16 the second cable, to the DSLAM, do you see that?

17 A. Yes.

18 Q. Isn't it correct that an MLT test, a
19 mechanized loop test, performed at the test pin in
20 the splitter will not test that circuit?

21 A. It tests -- the MLT test that you would
22 perform is going to test the narrow band, or the POTS

1 loop, so it will test the POTS loop all the way out
2 to the house, tell you if there's AC, DC, trouble on
3 the line, if it's open in the office, those kinds of
4 things. So I mean, yes, it does test the loop.

5 Q. Okay. Once again, listen to my question
6 very carefully, please. I'm not talking about the
7 voice line. I'm not talking about the line that goes
8 out of the office to the end user. I specifically
9 referenced the circuit between the POTS splitter and
10 the DSLAM that carries the data path, that carries
11 the data, back through the IDF, through the
12 cross-connect, and through that second cable to the
13 DSLAM. Do you have that circuit in mind?

14 A. Yes.

15 Q. Okay. Isn't it correct that an MLT test
16 performed at the test pin on the splitter will not
17 test that circuit?

18 A. No. The MLT, like I just said, tests the
19 narrow band portion of the loop. It doesn't test the
20 high frequency portion of the loop.

21 Q. Had you test -- I'm sorry. So the answer
22 is, it is correct it will not do it. Correct?

1 A. Correct.

2 Q. I'm sorry. I asked if it was correct.

3 You said no, so I wanted to clear the record.

4 A. Okay.

5 Q. A mechanized loop tester is used to test,
6 among other things, the continuity of a loop.

7 Correct?

8 A. Yes.

9 Q. So they can tell you whether the loop is
10 actually connected across jumpers, for example.

11 A. Yes.

12 Q. I'd like to turn to page 32 of your first
13 verified statement, lines 1 through 15, and actually
14 we'll take it in pieces, but that's where we're going
15 to look. Are you on page 32?

16 A. Yes.

17 Q. Okay. Actually, if you'll turn to page
18 31, you'll see that this paragraph is -- which starts
19 at line 20 on page 31 is delineating the terms and
20 conditions that Ameritech wants to impose in order to
21 allow intrusive testing. Is that correct?

22 A. Correct.

1 Q. Okay. Now the first of those terms and
2 conditions, according to lines 3 through 5 of your
3 testimony on page 32, is that the CLEC secures the
4 end user customer's permission to perform such
5 testing. Do you see that?

6 A. Yes, I do.

7 Q. Now Ameritech -- do you know if -- well,
8 have you ever seen a methods and procedures document
9 for line testing by Ameritech?

10 A. Yes.

11 Q. Do you know if Ameritech asks for
12 permission from the customer before performing a
13 test?

14 A. The flows that I saw on the repair side
15 that were Ameritech as well as others, but they were
16 written by Ameritech employees that I saw, yes, it
17 went through the prompts that a customer would get
18 when they called in to report trouble on their
19 phone.

20 Q. Okay. Now, again, if a customer is
21 calling in to report trouble, at that point Ameritech
22 would tell them we're going to have to perform a

1 test. Correct?

2 A. Yes. We would ask the customer if they
3 were home, if they were on the line that they were
4 reporting, and then going through those several
5 prompts with the customer, then we would tell them
6 that we wanted to go ahead and test the line, and we
7 would do so and test the line.

8 Q. But you're not actually -- the Ameritech
9 people are not actually required to ask permission
10 and then record the fact that they've obtained
11 permission, are they?

12 A. No. When the customer calls in and we've
13 discussed with them and we tell them we're going to
14 go off line and test their line and let them know if
15 they need to be home when the technician has to go
16 out, whether or not we need access, and so by testing
17 the loop we let them know what we're going to do.
18 Then we can set up whether or not we need access at
19 the home.

20 Q. So you let them know you're going to do
21 the test, but you don't ask permission to do the test
22 unless you have to have access to the home.

1 A. That's correct.

2 Q. Okay. Now that happens only if a customer
3 calls in to report a trouble. Correct?

4 A. Correct.

5 Q. Now isn't it common practice amongst
6 outside plant technicians who are checking loops to
7 access dialtone on a loop without asking permission
8 first?

9 A. No, I don't think our technicians are
10 going to access loops.

11 Q. Well, if they are in, for example, a
12 business residence that has multiple lines and
13 they're installing another line, don't they access
14 the lines first to determine whether or not they have
15 a live pair?

16 A. Well, yes. I mean in their normal testing
17 of the facility that they're installing, yeah,
18 they're going to test it.

19 Q. Well, but they would -- let's be a little
20 bit more specific. They would actually -- if there
21 were already existing lines there at the customer
22 prem and they're installing a new line, they may test

1 the existing lines to determine if one of those pairs
2 is available. They'll draw a dialtone on the pair to
3 see if it's being used or not and whether or not they
4 can use that specific wire to connect the new line,
5 right?

6 A. No, I don't believe our technicians would
7 do that.

8 Q. Okay.

9 A. And I've supervised them for too many
10 years to know better.

11 Q. Okay. Let's look at the indemnification
12 language, please. I'd like for you to carefully read
13 lines 5 through 15 on page 32, the indemnificati on
14 language that Ameritech is proposing, and at the end
15 I'm going to ask -- after you've completed reading
16 that, I'm going to ask you whether or not Ameritech
17 is willing to provide the same level of
18 indemnification to Covad if Ameritech's intrusive
19 loop testing interferes with Covad's service.

20 A. And I will state that doing intrusive
21 testing was requested by the CLECs. Ameritech
22 Illinois would do intrusive testing for the CLECs.

1 The CLECs wanted to do intrusive testing, so with
2 that comes the responsibility, as in the Line Sharing
3 Order, to notify the customer and have liability -- I
4 mean to notify the customer, and with that, and at
5 parity with all CLECs, we do have liability language
6 to hold us harmless if their testing interrupts our
7 customer's lifeline service, and so, yes, we would
8 require that as provisions of our contract, and, no,
9 we would not have reciprocity in that language.

10 Q. But it's correct, isn't it, that Ameritech
11 could perform an intrusive test that would disrupt
12 Covad's service over a line shared loop?

13 A. If our customers call in with a trouble on
14 their loop and it is an out-of-service trouble on the
15 loop, they don't have data service either.

16 Q. Well, maybe, maybe not, but that wasn't my
17 question. My question was, isn't it correct that
18 Ameritech could perform intrusive testing on a loop
19 that would interfere with Covad's provisioning of DSL
20 service across that line shared loop?

21 A. We would not do that testing unless the
22 customer gave us permission because we have agreed to

1 that, that we would get the customer's permission.
2 Just as you agreed to get customer permission before
3 you did testing, we would do the same.

4 Q. So does that mean that if Covad got
5 customer permission, that there would be -- that this
6 indemnification language would not be required?

7 A. No. The indemnification language is
8 required irrespective of permission. What I'm saying
9 is that we would get permission from the customer
10 before we did service to interrupt -- I mean testing
11 to interrupt their data signal, just like you did, so
12 it's kind of -- the getting permission from the
13 customer is equal. The liability, if something were
14 to happen to their lifeline service, is the
15 indemnification language that's written in this, and
16 it's also written in the regular DSL service.

17 Q. So the bottom line here is that if Covad
18 performs intrusive testing that interferes with SBC's
19 services, we indemnify SBC, but if SBC performs
20 intrusive testing that interferes with Covad's
21 services, SBC will not indemnify Covad. Is that
22 correct?

1 A. No, that's not correct, and I'm not a
2 lawyer to go into this, but I can tell you the plain
3 meaning of this is intended that if you're intrusive
4 testing, and let's just say you did some kind of
5 testing, and you left your test set on there, and you
6 left some kind of tone on the line, walked away,
7 whatever happened, and that customer could not get a
8 hold of 9-1-1 for whatever reason, that they would
9 not hold us responsible if you had gotten and tested
10 the line and caused the loss of their lifeline
11 service. That's the purpose of this.

12 Q. Well, let's say that, for example, a
13 customer is using Covad DSL to connect to their home
14 security system, and because of an Ameritech
15 technician leaving the butt set attached to the line,
16 the DLS service goes down, the security system is no
17 longer working, and the home is broken into. Is SBC
18 going to indemnify Covad for us?

19 A. Well, fortunately, for us, having a butt
20 set on the line doesn't interfere with the high
21 frequency of the loop.

22 Q. Whichever example you used. I thought you

1 said butt set. Sorry. Whatever test, they perform a
2 test that interferes with the data service.

3 A. And you're saying your data service is
4 hooked up to their security system?

5 Q. Sure. I'm just trying find an analogy to
6 your 9-1-1 example.

7 A. Again, I've already testified as to what
8 the paragraph of this is -- I mean what the intent
9 and meaning of this is, so I don't know how to answer
10 your question.

11 Q. Well, the answer to my question would be
12 that SBC would not indemnify Covad. Correct?

13 A. If the end user sued Southwestern Bell
14 because of some test that was done, and we contacted
15 the customer and told them we were doing some test,
16 and then I guess in your hypothetical they were to
17 sue you, that you wouldn't be able to sue us. Is
18 that what you're saying?

19 Q. No. I'm saying that SBC -- forgetting the
20 lawsuits and all the legal stuff, you're testifying
21 about the indemnification paragraph what you're
22 saying, as Ameritech's representative, is required of

1 Covad. Correct?

2 A. Yes.

3 Q. And I am saying in the situation that you
4 just described, would SBC likewise indemnify Covad
5 from any damages that Covad was sued for by the end
6 user?

7 A. I don't know enough about the legalities
8 of that to know indemnitee, indemnitor, and all the
9 other indemnities in this paragraph. All I know is
10 that we would be -- you would hold us harmless if the
11 customer turned around and sued us because their
12 lifeline service was interrupted.

13 Q. Ms. Schlackman, isn't it true that even if
14 CLECs collocated splitters in their cages and had
15 those splitters installed in their cages prior to
16 June 6th, Ameritech was not ready to take their
17 orders on June 6th?

18 A. No, that's not true.

19 Q. Okay. Well, it's true, isn't it, that
20 placing the splitter in the cage requires, under SBC/
21 Ameritech's requirements, the CLEC to dedicate two
22 sets of 100 pair of tie-cables consecutively numbered

1 to line sharing, correct?

2 A. Correct.

3 Q. And that's one to bring the voice and data
4 to the cage and one to take the voice back, correct?

5 A. Right.

6 Q. That's correct?

7 A. Correct.

8 Q. And if a CLEC did not have consecutively
9 numbered tie pairs available, then that CLEC would
10 have to augment cable into the collocation area to
11 make the two consecutively numbered pairs of tie
12 cables available before they could do line sharing.
13 Correct?

14 A. Actually, the embedded base, if they had
15 an embedded base of count, of cable count, and it was
16 part of their embedded CFA cabling, and they wanted
17 to partition off some number of pairs less than 100,
18 50 pairs for line sharing, they were allowed to do
19 that. What we said was when you augment and go
20 forward, then please take the 100 pairs to terminate
21 on your block, the whole 100 pairs.

22 Q. But if say the CLEC had 24 pairs

1 available, they would have to augment, correct?

2 A. It would depend on how many services you
3 thought you were going to sell. If you were going to
4 sell 100 and you only had 24 pairs, yes, you'd have a
5 problem.

6 Q. You took them either in 50's or 100's,
7 right?

8 A. Yes.

9 Q. So if you had -- if you did not have 50
10 consecutively -- two sets of at least 50
11 consecutively numbered tie pairs, you would have to
12 augment. Correct?

13 A. Yes.

14 Q. And isn't it true that Ameritech is
15 performing cable augments for line sharing on the
16 same schedule that it's deploying ILEC-owned
17 splitters?

18 A. I'm sorry. Repeat the question.

19 Q. Isn't it true that Ameritech is performing
20 cable augments for line sharing out of a collocation
21 area on the same schedule that it is deploying the
22 ILEC-owned splitters?

1 A. No.

2 Q. Well, isn't it true that what CLECs have
3 been told is to place their orders for augments
4 thirty days prior to one of the central offices on
5 the prioritized list having its ILEC-owned splitters
6 installed and that Ameritech will perform the work
7 necessary for the augment at that time?

8 A. No, that's not correct.

9 Q. Okay.

10 It is true, however, that the deployment of
11 ILEC-owned splitters in Illinois is not complete even
12 today. Correct?

13 A. In the offices that we rated and ranked
14 and we gave the schedule out, we have, you know,
15 offices that are complete, we have offices that are
16 still in progress, and offices that will complete
17 next month.

18 MR. DEANHARDT: All right. Could I have one
19 second?

20 EXAMINER WOODS: Yes.

21 (Whereupon at this point in
22 the proceedings an

1 off-the-record period
2 transpired.)

3 MR. DEANHARDT: Counsel, do you have -- do you
4 still have a copy of the Brian Loewen e-mail that we
5 distributed last week?

6 MR. VAN BEBBER: I do not.

7 MR. DEANHARDT: We distributed this last week,
8 Your Honor. I think the Court Reporter already has
9 copies. I'm just going to use my copy at this point,
10 and we can fix the record if we provide the copies
11 that we need to, if that's okay.

12 EXAMINER WOODS: Okay. Before we get into this,
13 is she on the letterhead?

14 MR. DEANHARDT: Yes, she is.

15 EXAMINER WOODS: Okay.

16 MR. DEANHARDT:

17 Q. Ms. Schlackman, I'm showing you a copy of
18 what we're going to mark as Covad Schlackman Cross
19 Exhibit 3. Do you have that in front of you now?

20 A. Yes.

21 Q. Okay, and do you recognize that as being a
22 copy of an e-mail or printout of an e-mail?

1 A. Yes.

2 Q. And who is the e-mail from?

3 A. Brian Loewen.

4 Q. And you are one of the recipients, aren't

5 you?

6 A. Yes.

7 Q. Have you actually seen that e-mail in your

8 e-mail box?

9 A. Yes.

10 Q. Who is Brian Loewen?

11 A. He's the product manager for the line

12 sharing product in our wholesale marketing group.

13 Q. And that's for all thirteen states,

14 correct?

15 A. Correct.

16 Q. So he's also the product manager in the

17 wholesale marketing group for Ameritech Illinois,

18 correct?

19 A. Correct.

20 Q. Can you please read the actual text of the

21 e-mail out loud for me?

22 A. Yes. It's referenced to AIT LSRs, which

1 are local service requests. "In today's CLECs/SBC
2 line sharing meeting, I agreed to reevaluate the
3 decision that requires mechanized LSRs be submitted
4 for HFPL orders in the Ameritech operating region. I
5 have escalated and reconfirmed that Ameritech will
6 not change its position that requires a mechanized
7 LSR to be placed. Thanks. Brian."

8 Q. Now, what Mr. Loewen is referring to here
9 is that Ameritech will not accept manual orders for
10 line sharing. Correct?

11 A. My understanding of this letter was that
12 in the Ameritech region the CLECs had asked
13 Ameritech, I guess over a year ago or more, for an
14 EDI interface, and Ameritech, through the
15 commissions, agreed to provide this interface such
16 that the CLECs wouldn't have to provide manual
17 orders. That was the whole issue with providing the
18 interface. So when the interface for EDI is being
19 developed or is developed, then the CLECs could pass
20 orders through and have them flow through, and that's
21 my understanding of the manual versus mechanized
22 issue here.

1 Q. So the answer to my question is yes. This
2 is saying that Ameritech will not accept manual
3 orders for line sharing. Correct?

4 A. Well, actually, that is not true. I do
5 believe that Ameritech is going to accept some
6 limited manual orders. They're working on that with
7 their processes now to see what they can do to help
8 the CLECs out until they get their EDI interface for
9 line sharing. Again, this was things that probably
10 should have been better asked of Robin Jacobson on
11 the Plan of Record issues.

12 Q. Well, Ms. Jacobson testified last week,
13 didn't she, that she thought he was referring to LSRs
14 instead of ASRs. Isn't that correct?

15 A. Yes, I believe so.

16 Q. So she really didn't know what he was
17 talking about, did she?

18 A. I can't speak for what was in her mind. I
19 can just tell you that I agree with what you just
20 said.

21 Q. There's no graphical user interface, or
22 GUI, for placing orders with Ameritech, is there?

1 MR. VAN BEBBER: Objection. This is beyond the

2 --

3 EXAMINER WOODS: This is really -- you've asked
4 this a half a dozen times so far of this witness, I
5 believe, and she says that there's no GUI, and I'm
6 not sure what that has to do with her testimony
7 anyway.

8 MR. DEANHARDT: Well, Your Honor, what I'm
9 trying to get to is the availability of line sharing
10 right now, and, you know, frankly, what this e-mail
11 says is we can only order it if we have mechanized
12 loop interfaces. There are two types of mechanized
13 loop interfaces, GUIs and EDI. I think it was
14 discussed with Ms. Jacobson. I wasn't sure if it was
15 discussed with Ms. Schlackman or if the specific
16 question were asked, so I'm just tarrying down the
17 field.

18 EXAMINER WOODS: Well, let's just limit it. Go
19 ahead.

20 A. And the answer to the question is I don't
21 know OSSs. I'm the network expert, and I don't know
22 the OSSs and the interfaces that are mentioned in

1 this.

2 Q. Do you know if any CLECs have full blown
3 EDI up and running yet with Ameritech other than
4 perhaps AADS?

5 MR. VAN BEBBER: Same objection that she's not
6 an OSS expert.

7 MR. DEANHARDT: She's testifying and all
8 throughout her testimony about OSS availability, what
9 Telcordia will do, what it won't do, this piece of
10 OSS -- I mean this problem of, you know, I'm an
11 expert when I talk about one thing, but I'm not when
12 I get asked a question that is important is really
13 driving me crazy, Your Honor.

14 EXAMINER WOODS: She can answer, if she knows.

15 A. No, I don't know.

16 Q. Now at page -- a moment ago we were
17 talking about augments, and at page 30 of your
18 testimony don't you say that cable augments are under
19 complete control of the CLECs?

20 A. In Ameritech Illinois? Yes.

21 Q. But isn't it true that Ameritech Illinois
22 installs the frame blocks necessary to connect the

1 cable?

2 A. We provide the frame blocks, yes.

3 Q. And isn't it also true that Ameritech
4 Illinois is responsible for stenciling the blocks so
5 that the correct circuits are identified by Ameritech
6 and the CLEC?

7 A. Yes, that's correct.

8 Q. And isn't it also true that even if you
9 put the cable in, you can't use it until Ameritech
10 loads the circuit assignment information in its data
11 base?

12 A. That's correct.

13 MR. DEANHARDT: Your Honor, I need five minutes
14 to find one thing I didn't find on the break last
15 time, and then I've got -- I'll be able to finish
16 before 6:00, but I really only need five minutes.
17 I've got to find one thing.

18 EXAMINER WOODS: Okay. Let's go off the
19 record.

20 (Whereupon at this point in
21 the proceedings an
22 off-the-record discussion

1 transpired.)

2 MR. DEANHARDT:

3 Q. Ms. Schlackman, at page 42, line 9 of your
4 testimony, can you tell me what a LCRT is?

5 A. That is Covad's definition that you all
6 put in your write-up of your testimony that that's
7 suppose to represent a line card at an RT.

8 Q. And an RT is a remote terminal.

9 A. Correct.

10 Q. And FPVP?

11 A. Again, that is Covad's -- what they're
12 referring to is a fiber permanent virtual path.

13 Q. Do you understand that to be the same
14 thing as a permanent virtual circuit?

15 A. No. Permanent virtual paths are different
16 than permanent virtual circuits.

17 MR. DEANHARDT: Okay. Your Honor, at this point
18 -- well, what I want to do is I want to identify the
19 next exhibit on the public record, and then we'll
20 need to go into the confidential record for the last
21 set of questions.

22 EXAMINER WOODS: Okay.

1 (Whereupon at this point in
2 the proceedings an
3 off-the-record discussion
4 transpired.)

5 MR. DEANHARDT: Counsel, do you have a copy of
6 Jacobson Cross Exhibit 5?

7 MR. VAN BEBBER: I do not.

8 MR. DEANHARDT: It's the response to Covad Data
9 Request 42.

10 MR. VAN BEBBER: No, I don't.

11 MS. HIGHTMAN: I've got it here. We can go.

12 MR. DEANHARDT: Your Honor, what I'm going to
13 hand the witness, and I've got a copy here, that
14 we're going to discuss is the response to Covad Data
15 Request 42 and the documents that are attached to
16 it. It's been marked as Jacobson -- and I believe
17 already entered into the record as Rhythms Jacobson
18 Cross Exhibit 5, and with that, I can hand the
19 witness this, and then we can go into the
20 confidential portion of the record.

21 EXAMINER WOODS: Okay. Let's establish that
22 she's familiar with this first or the materials

1 contained therein if she's going to be questioned
2 about it on the public record.

3 MR. DEANHARDT:

4 Q. Would you please turn, Ms. Schlackman, to
5 -- well, first of all, you have a copy of Covad Data
6 Request 42 and the attached -- and the documents
7 attached to it in front of you, don't you?

8 A. Yes.

9 Q. Could you please turn to -- in the bottom
10 right-hand corner it says page 1. It's the second
11 document that's attached to Covad 42. In the top
12 left-hand corner it says Telcordia Technologies
13 Performance From Experience. Do you recognize what
14 this document is, Ms. Schlackman?

15 A. No, I don't.

16 Q. Okay. Can you turn to the next page,
17 please? Do you see where it says Software Services -
18 Work Statement, and then it has a number, and it says
19 Licensed Software Enhancement for Line Sharing
20 Solution?

21 A. Yes.

22 Q. Do you recognize this as being a document

1 from Telcordia?

2 A. I see that it has got Telcordia on it, so
3 I assume so.

4 Q. Does this document -- does the title of
5 this document tell you what this document is?

6 A. Not really.

7 MR. DEANHARDT: Your Honor, this document has
8 already been identified and made an exhibit in
9 Ms. Jacobson's testimony. I'm going to use this
10 actually for the purpose of impeachment, and I'm not
11 going to be asking the witness to authenticate it.
12 It has already been authenticated and entered into
13 the record, so.

14 EXAMINER WOODS: Okay, but what is it? What in
15 it goes to her --

16 MR. BINNIG: She's never seen it. How can it be
17 recall?

18 EXAMINER WOODS: I understand.

19 What in it impeaches her testimony?

20 MR. DEANHARDT: Well, Your Honor, frankly, --

21 EXAMINER WOODS: If she's never seen it.

22 MR. DEANHARDT: Well, let's -- do you want to go

1 into the confidential portion of the record?

2 EXAMINER WOODS: I don't think we need to do
3 that. I don't think you need to tell me numbers. I
4 need to know what in that --

5 MR. DEANHARDT: Sure. What this is is this is
6 the statement of work that Telcordia has provided to
7 SBC for fixing the upgrades to the OSS system for
8 line sharing.

9 EXAMINER WOODS: Okay.

10 MR. DEANHARDT: Among other things, this
11 document has line sharing capabilities and scenarios
12 that refer to line sharing across fiber-fed loops.
13 It also has a list of technical assumptions and
14 constraints, none of which are that this has to be
15 provided a port at a time.

16 EXAMINER WOODS: Okay.

17 MR. DEANHARDT: Which is what the witness has
18 testified must be done.

19 EXAMINER WOODS: And she says she's never seen
20 it. Right?

21 MR. DEANHARDT: She's testifying, Your Honor,
22 and she has testified that the Telcordia -- and it's

1 in her testimony -- that the Telcordia OSS product
2 that they're providing will only do port at a time,
3 and I believe I'm entitled to take the Telcordia
4 document, and if she's testifying that that's what it
5 says, this is the statement of work, I'm allowed to
6 impeach her testimony because this document doesn't
7 say that.

8 EXAMINER WOODS: I don't think you can impeach
9 her with something that she's never seen and she
10 didn't rely -- you have to see if he she has relied
11 -- did you rely on this in any way in preparing your
12 testimony?

13 THE WITNESS: No, I didn't.

14 EXAMINER WOODS: Have you ever seen it before?

15 THE WITNESS: No, I have not.

16 EXAMINER WOODS: We're not going down --

17 MR. DEANHARDT: Your Honor, she's --

18 EXAMINER WOODS: No. No. The answer is no. I
19 mean if you want to argue it on brief that there is a
20 document that she should have seen or that there's a
21 document that you think says something different than
22 what she said on the stand, I'm going to let you

1 argue it on brief, but we're not going to
2 cross-examine on a document that she has never seen.
3 No, sir.

4 MR. DEANHARDT: Well, Your Honor, for the
5 record, I want to take an exception and state my
6 objection.

7 EXAMINER WOODS: So noted.

8 MR. DEANHARDT: That if -- you know, I mean if a
9 witness has testified as to a fact and I have proof
10 that the fact is not true, I believe I can impeach
11 the witness on that fact.

12 EXAMINER WOODS: Then we disagree.

13 MR. DEANHARDT: Thank you, Your Honor.

14 In that case, Your Honor, I am finished.

15 EXAMINER WOODS: Okay. Off the record.

16 MR. DEANHARDT: Actually, Your Honor, I need to
17 move into evidence exhibits whatever we're up to, 1
18 through 3.

19 EXAMINER WOODS: I believe it's 1 through 3,
20 yes.

21 MS. HIGHTMAN: Yes.

22 EXAMINER WOODS: Objections?

1 MR. VAN BEBBER: No objection.

2 EXAMINER WOODS: The documents are admitted
3 without objection.

4 (Whereupon Covad Schlackman
5 Cross Exhibits 1, 2, and 3
6 were received into evidence.)

7 EXAMINER WOODS: Off the record.

8 (Whereupon at this point in
9 the proceedings an
10 off-the-record discussion
11 transpired, and a short
12 recess was taken, during
13 which time Ameritech Illinois
14 Exhibit 2.0 and 2.1 were
15 marked for identification.)

16 EXAMINER WOODS: Back on the record.

17 MR. BINNIG: Our next witness, Your Honor, is
18 Rhonda Meyer.

19 EXAMINER WOODS: You can go ahead.

20

21

22

1 RHONDA Y. MEYER
2 called as a witness on behalf of Ameritech Illinois,
3 having been first duly sworn, was examined and
4 testified as follows:

5 DIRECT EXAMINATION

6 BY MR. BINNIG:

7 Q. Ms. Meyer, could you state your full name
8 and business address for the record?

9 THE WITNESS:

10 A. Rhonda Y. Meyer, 311 South Akard, Dallas,
11 Texas 75202.

12 Q. And, Ms. Meyer, do you have in front of
13 you what's been marked for identification as
14 Ameritech Illinois Exhibit 2.0 entitled Direct
15 Testimony of Rhonda Y. Meyer and Ameritech Illinois
16 Exhibit 2.1 entitled the Supplemental Verified
17 Statement of Rhonda Y. Meyer?

18 A. Yes, I do.

19 Q. And is Ameritech Illinois Exhibits 2.0 and
20 2.1 your prepared testimony in this proceeding?

21 A. Yes, it is.

22 Q. Were these exhibits prepared by you or

1 under your supervision and direction?

2 A. Yes, they were.

3 Q. Do you have any changes or additions to
4 either Ameritech Illinois Exhibit 2.0 or 2.1?

5 A. I have corrections to 2.0.

6 Q. Could you go through those very briefly?

7 A. Yes. Page 3, and I believe a correction
8 page has already been given to everybody, but line 7
9 \$1.09 should be changed to \$1.32, and on line 11, the
10 ILEC-owned splitter is now \$78.40, and we cross out
11 the \$140.53. CLEC-owned splitter is \$64.37.

12 And my next correction is on page 6, line
13 5. Where it says First Report and Order, it should
14 say Line Sharing Order.

15 On page 12, line 23, the \$1.09 should be
16 changed to \$1.32.

17 On line 13 -- I mean page 13, line 12, the
18 \$140.53 should be changed to \$78.40 for an ILEC-owned
19 splitter and \$64.37 for a CLEC-owned splitter.

20 And on page 19 I have a typographical
21 error, and there aren't line numbers, but it is the
22 fourth line of the answer to the first question where

1 it says "line sharing may". The word is "me". It
2 should be "be", B-E.

3 Q. And with those changes, if I were to ask
4 you the questions set out in Ameritech Illinois
5 Exhibits 2.0 and 2.1 today, would your answer be the
6 same as reflected in these exhibits?

7 A. Yes, they would.

8 MR. BINNIG: Your Honor, I would move for
9 admission of Ameritech Illinois Exhibits 2.0 and 2.1
10 and offer the witness for cross-examination.

11 EXAMINER WOODS: Objections?

12 MS. FRANCO-FEINBERG: No objection, Your Honor.

13 EXAMINER WOODS: The documents are admitted
14 without objection.

15 (Whereupon Ameritech Illinois
16 Exhibits 2.0 and 2.1 were
17 received into evidence.)

18 The witness is available for cross.

19 MS. FRANCO-FEINBERG: Thank you, Your Honor.

20 CROSS EXAMINATION

21 BY MS. FRANCO-FEINBERG:

22 Q. Good evening now, Ms. Meyer. How are

1 you?

2 A. Fine.

3 Q. Ms. Meyer, you're employed by Southwestern
4 Bell Telephone Company. Isn't that correct?

5 A. That is correct.

6 Q. And you're not an employee of Ameritech
7 Illinois. Is that correct?

8 A. No, I'm not.

9 Q. And you've never been an employee of
10 Ameritech Illinois. Is that correct?

11 A. That is correct.

12 Q. And you're not a lawyer, are you,
13 Ms. Meyer?

14 A. No, I am not.

15 Q. Now you testified regarding Ameritech's
16 proposed pricing for the high frequency portion of
17 the loop. Isn't that correct?

18 A. That's correct.

19 Q. And also the associated line sharing rate
20 elements. Is that correct?

21 A. That's correct.

22 Q. And you also testified that Ameritech's

1 rates represent a substantial or significant discount
2 to Covad in comparison to the price of a stand-alone
3 UNE loop. Isn't that correct?

4 A. That's correct.

5 Q. So, Ms. Meyer, you're familiar with the
6 stand-alone UNE loop pricing for Ameritech Illinois.

7 A. Yes, I am.

8 Q. And you're also familiar with Ameritech
9 Illinois' proposed pricing for the high frequency
10 portion of the loop. Isn't that correct?

11 A. That is correct.

12 Q. Okay. Ms. Meyer, when Covad purchases a
13 stand-alone UNE loop, Ameritech charges Covad a
14 monthly recurring charge for the loop. Correct?

15 A. That is correct.

16 Q. And in Zone A the monthly recurring charge
17 for a stand-alone UNE loop is \$2.59. Isn't that
18 correct?

19 A. Yes, that is correct.

20 Q. And Ameritech also charges Covad a monthly
21 recurring charge for a cross-connect when it
22 purchases a stand-alone UNE loop. Isn't that

1 correct?

2 A. That is correct.

3 Q. And that charge for a stand-alone UNE loop
4 for a cross-connect is 14 cents. Isn't that
5 correct?

6 A. I believe that's part of the collocation
7 tariff, and I believe that is correct.

8 Q. Okay. So the total monthly recurring
9 charge in Zone A for a stand-alone UNE loop is
10 \$2.73. Is that correct?

11 A. That would be correct.

12 Q. Subject to check.

13 A. Subject to check.

14 Q. Assuming I added correctly.

15 A. That's correct.

16 Q. Now, for the high frequency portion of the
17 loop, or a line shared loop, Ameritech requires that
18 Covad pay a monthly recurring charge for the high
19 frequency portion of the loop. Isn't that correct?

20 A. That is correct.

21 Q. And in Zone A that charge for the high
22 frequency portion of the loop is \$1.30. Isn't that

1 correct?

2 A. That is correct.

3 Q. And Ameritech also requires that Covad pay
4 a monthly recurring charge for cross-connects. Isn't
5 that correct?

6 A. That is correct.

7 Q. And Ameritech's proposed pricing for
8 cross-connects is 56 cents. Isn't that correct?

9 A. Yes. That is a flat rate for all
10 cross-connects that are required.

11 Q. Okay. So it's 56 cents.

12 A. Yes.

13 Q. And for the high frequency portion of the
14 loop, Ameritech also requires that Covad pay a
15 monthly recurring charge for OSS upgrades. Isn't
16 that correct?

17 A. That is correct.

18 Q. Okay, and Ameritech's proposed charge for
19 OSS upgrades is 87 cents per month. Is that
20 correct?

21 A. That is correct.

22 Q. And for a line shared loop, Covad must

1 also pay the cost of the splitter. Is that correct?

2 A. If they choose to use an ILEC-owned
3 splitter.

4 Q. Okay. But Covad must pay -- strike that.

5 Assuming that Covad is using an ILEC-owned
6 splitter, there's a monthly recurring charge for the
7 splitter. Is that correct?

8 A. That is correct.

9 Q. Okay, and that charge is \$1.32. Isn't
10 that correct?

11 A. That is correct.

12 Q. Okay. So the total price for a line
13 shared loop in Zone A is \$4.05. Isn't that correct?
14 Subject to check.

15 MR. BINNIG: That's with the ILEC-owned
16 splitter?

17 MS. FRANCO-FEINBERG: Yes.

18 A. If your addition is correct. I haven't
19 added it up in my head.

20 Q. Okay. So under Ameritech's proposed
21 pricing, the monthly recurring charge for a line
22 shared loop is greater than the monthly recurring

1 charge for a stand-alone UNE loop. Isn't that
2 correct? In Zone A.

3 A. If you use an ILEC-owned splitter, yes, it
4 is more.

5 Q. And isn't it correct, Ms. Meyer, that even
6 if Covad did not use an SBC-owned splitter, it would
7 still incur costs for using a splitter?

8 A. Yes. You do have to have a splitter in
9 order to line share.

10 Q. And even if Covad used its own splitter,
11 it would still be charged for cross-connects. Isn't
12 that correct?

13 A. Yes.

14 Q. And the high frequency portion of the
15 loop. Isn't that correct?

16 A. Yes.

17 Q. And the OSS upgrades. Isn't that
18 correct?

19 A. Yes.

20 MS. FRANCO-FEINBERG: I'm sorry. If we can have
21 one moment.

22 EXAMINER WOODS: Sure.

1 (Whereupon at this point in
2 the proceedings an
3 off-the-record discussion
4 between Covad and Rhythms
5 counsel transpired.)

6 Q. Ms. Meyer, referring back to where there's
7 a CLEC-owned splitter, you just testified that Covad
8 would still have to pay for the OSS upgrade, the high
9 frequency portion of the loop, and the
10 cross-connects. Isn't that correct? Even if it
11 owned the splitter.

12 A. That's correct.

13 Q. Okay, and, subject to check, the price
14 then is \$2.73 for the high frequency portion of the
15 loop when the CLEC owns the splitter. Isn't that
16 correct?

17 A. That's correct.

18 Q. Okay. And the price for a stand-alone UNE
19 loop is \$2.73. Isn't that correct? Monthly
20 recurring charges. You previously testified to it;
21 that it's \$2.73.

22 A. Yes, \$2.73.

1 Q. Okay. So there's no substantial discount
2 for a high frequency portion of the loop versus a
3 stand-alone UNE loop. Isn't that correct?

4 MR. BINNIG: Well, are we talking now just about
5 Area A?

6 MS. FRANCO-FEINBERG: Yes.

7 MR. BINNIG: Okay.

8 MS. FRANCO-FEINBERG: In Zone A.

9 A. In Zone A that is correct.

10 Q. Ms. Meyer, you also address Ameritech's
11 proposed prices for loop conditioning. Isn't that
12 correct?

13 A. That is correct.

14 Q. And you reference in your testimony Docket
15 Number 99-0593, which is currently before the
16 Illinois Commerce Commission. Isn't that correct?

17 A. I believe so. Yes, I do.

18 Q. And in Docket Number 99-0593 the Hearing
19 Examiner has established interim loop conditioning
20 rates for Illinois. Isn't that correct?

21 A. It is my understanding that's going to be
22 established, yes.

1 Q. Okay. And it's your understanding,
2 Ms. Meyer, that those rates apply for conditioning a
3 stand-alone DSL capable loop. Isn't that correct?
4 The rates that will be established in Docket Number
5 99-0593.

6 A. It is my understanding that that is going
7 to establish the loop conditioning charges for the
8 State of Illinois.

9 Q. Okay. And you understand that the FCC in
10 its Line Sharing Order stated that conditioning for
11 line shared loops should never exceed the charges an
12 ILEC is permitted to recover for conditioning a
13 stand-alone loop? Isn't that correct?

14 A. You would have to point that -- point me
15 to that.

16 Q. Do you have an understanding that
17 conditioning for a line shared loop can never be
18 greater than conditioning charges for a stand-alone
19 UNE loop?

20 A. It's my understanding we're proposing the
21 same conditioning charges. I don't think we're
22 differentiating between the two.

1 Q. So Ameritech will use the interim line
2 sharing rates from Docket Number 99-0593 as the
3 interim rates for line shared loops? Is that
4 correct?

5 A. For interim rates, that's my
6 understanding.

7 Q. Ms. Meyer, if Covad and Rhythms obtain
8 monthly recurring rates -- lower monthly recurring
9 rates than those proposed by Ameritech through this
10 arbitration, AADS can obtain the same rates. Isn't
11 that true?

12 A. My understanding they would have the same
13 opportunity for those rates.

14 Q. AADS is a subsidiary of SBC. Isn't that
15 correct?

16 A. I'm not sure all the direct relationships,
17 but I believe it's a subsidiary of Ameritech.
18 Ameritech is owned by SBC.

19 Q. Okay. And Ameritech Illinois is wholly-
20 owned by SBC. Isn't that correct?

21 A. That's correct.

22 Q. And AADS is wholly-owned by Ameritech

1 Illinois. Isn't that correct?

2 A. I believe it's by Ameritech.

3 MS. FRANCO-FEINBERG: Your Honor, that's all the

4 cross-examination we have of Ms. Meyer.

5 Assuming -- is there redirect or additional

6 cross?

7 EXAMINER WOODS: Mr. Reed, would you care to

8 cross this witness?

9 MR. REED: Thank you for your being so

10 magnanimous, Mr. Examiner. Staff has no cross for

11 this witness.

12 EXAMINER WOODS: Well, thank you for your

13 indulgence, Mr. Reed.

14 Redirect?

15 MR. BINNIG: Sure. Could we have two minutes?

16 EXAMINER WOODS: It's your time.

17 Off the record.

18 (Whereupon at this point in

19 the proceedings an

20 off-the-record discussion

21 transpired.)

22 MR. BINNIG: Very short redirect, Your Honor.

1 EXAMINER WOODS: Okay.

2 REDIRECT EXAMINATION

3 BY MR. BINNIG:

4 Q. Ms. Meyer, you were asked a number of
5 questions about the cost of a stand-alone loop in
6 Area A or Zone A. Do you recall those questions?

7 A. Yes, I do.

8 Q. And one of the questions you were asked,
9 was there a cross-connect charge of 14 cents. Do you
10 recall that question?

11 A. Yes, I do.

12 Q. Is it your understanding that that 14 cent
13 charge is a charge per each cross-connect?

14 A. Yes. That is my understanding.

15 Q. And, at a minimum, how many cross-connects
16 are necessary for a stand-alone loop?

17 A. My understanding is two.

18 MR. BINNIG: No further questions.

19 MS. FRANCO-FEINBERG: No redirect, Your Honor.

20 EXAMINER WOODS: Okay. Let's go off the
21 record.

22 MS. FRANCO-FEINBERG: Or recross. Excuse me.

1 (Witness excused.)
2 (Whereupon at this point in
3 the proceedings an
4 off-the-record discussion
5 transpired, and a recess was
6 taken.)

7 EXAMINER WOODS: Mr. Binnig.

8 MR. BINNIG: Thank you, Your Honor.

9 We do have some redirect. I just do want
10 to state for the record that our redirect is probably
11 more abbreviated than it would be otherwise because
12 the attorneys who were representing Ms. Schlackman
13 have left.

14 EXAMINER WOODS: To me that's a positive sign,
15 Mr. Binnig.

16 MS. HIGHTMAN: I'd like to also say one thing,
17 on behalf of my clients, that at least doing redirect
18 now gives us a chance to do recross, which is the
19 normal course of events in this case, and we would
20 not have that opportunity were it not for this oral
21 redirect.

22 MR. BINNIG: I understand.

1 MS. HIGHTMAN: It's just that --

2 EXAMINER WOODS: Let's get started. Please.

3 MR. BINNIG: And I think it's very short.

4 BETTY SCHLACKMAN

5 recalled as a witness on behalf of Ameritech

6 Illinois, having been previously duly sworn, was

7 examined and testified further as follows:

8 REDIRECT EXAMINATION

9 BY MR. BINNIG:

10 Q. Ms. Schlackman, you were asked a number of
11 questions about how CLECs could test a circuit
12 between the splitter and the DSLAM. Do you recall
13 those?

14 A. Yes.

15 Q. Could you explain how a CLEC would do that
16 testing with the test pins on the splitter?

17 A. Yes, and what I have in my hand is just
18 the test -- is the splitter card that gets put in the
19 shelf. There are test pins on this card that
20 represent the four lines that would be provisioned on
21 this card. The CLEC has access to these test pins,
22 and from this test pin they have access to the line

1 side of the splitter, and what that means is that's
2 as if they were looking out on the cable pair on the
3 entire frequency of the loop, the narrow band and the
4 broadband. There are test sets that are called
5 spectrum analyzers that with the test leads that you
6 put on here, you look at the loop, and you look at
7 the broadband portion of the loop, and you would be
8 able to ascertain that you had continuity from the
9 DSLAM to the splitter, to the frame, back again, and
10 out to the customer. You can do modem emulation
11 tests from this point. You can test the load
12 frequency portion of the loop. You can do all of the
13 tests that MLT does, and they're nonintrusive tests
14 because you bridge on to this just as if you were on
15 the customer's line. When this card gets pulled,
16 dialtone stays up, so it doesn't affect any of the
17 lifeline services when they're testing on this card.
18 This does not open up the line. It just bridges into
19 the line, and at this card where the CLECs have
20 access for ILEC-owned splitters, they have full
21 functionality testing, physical test access, for the
22 entire spectrum.

1 MR. BINNIG: No further questions, Your Honor.

2 MR. DEANHARDT: Short recross, Your Honor.

3 RE CROSS EXAMINATION

4 BY MR. DEANHARDT:

5 Q. Ms. Schlackman, I believe you just said
6 that MLT is -- that you could perform an MLT as a
7 non-intrusive test. You may have misstated. Did you
8 intend to say that?

9 A. Yes.

10 Q. Isn't it correct that the MLT test works
11 on the frequency that's occupied by the voice band?

12 A. Yes.

13 Q. So when the MLT test is being conducted,
14 you can't make a phone call, can you?

15 A. Yes, you can on some tests. Not all MLT
16 tests are intrusive tests.

17 Q. But they work over the same frequency that
18 the voice circuit works across. Correct?

19 A. Absolutely.

20 Q. Okay. You also said that you are aware of
21 test sets that could test the broadband portion of
22 the loop. Now that's only if the data stream is

1 active. Correct?

2 A. No. That would be if the data stream
3 weren't active. The Sunrise-Sunset test set that was
4 in Rhythms -- I believe it was in discovery in their
5 discovery packet of the test sets that they use, if
6 there was an absence of no absence -- if there was no
7 data at all, it looks like a flat line across the
8 scope. So you see the absence of data on there.

9 Q. So you could -- well, but I could test
10 whether or not there's data on there simply by
11 hooking up a butt set and listening for the data.
12 Correct?

13 A. I would imagine what you -- if the
14 customer had their modem on and you were sending --
15 and you were trying to listen to that scratchy
16 chicken scratch like modems synching up, yes, you
17 could hear that.

18 Q. Now isn't it correct though that when
19 you're performing these tests, it's because you've
20 got some kind of problem in the lines so that the
21 service is not being provisioned? Correct?

22 A. No, not necessarily.

1 Q. So it's your testimony that either SBC or
2 Covad would go out and perform tests just for the
3 sake of performing tests.

4 A. No. You said it would be trouble on the
5 line. It could be you're trying to ascertain whether
6 or not your ISP is really providing good service
7 through the equipment. You could be ascertaining a
8 lot of things about the ATM stream. I don't know
9 what you want to use on the broadband portion of the
10 loop, but it's not just for physical trouble of the
11 loop.

12 Q. But you're talking about running a bit -
13 rate test?

14 A. Yes. You can do this from there.

15 Q. You understand that Covad's request for
16 test access is for purposes of determining correct
17 provisioning and suitability of the loop. Correct?

18 A. Yes.

19 Q. Okay. One last thing. When you say --
20 when you refer to the line side of the splitter,
21 you're talking about everything from the splitter,
22 through the frames, to the central office, but not

1 the connection from the splitter to the DSLAM.

2 Correct?

3 A. That's incorrect. I'm talking about that
4 connection as well, yes.

5 Q. Okay. You've used it differently before.
6 So what you were saying, you're saying then that the
7 line side of the splitter includes the cable from the
8 splitter port to the DSLAM.

9 A. Absolutely.

10 Q. But you testified earlier that you cannot
11 perform an MLT test between the splitter and the
12 DSLAM because of the blocking DC capacitor. Correct?

13 A. I never said anything about blocking DC
14 capacitors.

15 Q. Sorry.

16 A. You asked me if MLT would test whether or
17 not the cable from the splitter to the collocation
18 cage was there, and I told you MLT would not test
19 that. I just testified that this card allows you to
20 test the high frequency portion of the loop which
21 allows you to test that segment of the equipment from
22 the splitter to the collocation and out to the frame

1 and on out to the MDF and out to the customer prem.

2 Q. But, again, that's testing the high
3 frequency portion of the loop if the data is
4 running.

5 A. And if the data is not running, you're
6 going to see a flat line, and then you would open up
7 a trouble ticket and report it to us. I'm assuming
8 your data is leaving your DSLAM okay. You walk
9 however many feet away it is to the splitter. You
10 check there. If there's no signal, you give us a
11 trouble ticket.

12 Q. That's the assumption, but that's okay.

13 MR. DEANHARDT: Your Honor, I'm finished.

14 MS. HIGHTMAN: I beg your indulgence. Rhythms
15 has not asked any cross. I've got one question for
16 clarification. I can tell you what it is to make
17 sure everyone is okay with me asking it. This is not
18 based on the redirect, which is why I'm up front
19 telling you that I just have a clarification
20 question. We've got like four minutes left before
21 she has to leave.

22 EXAMINER WOODS: What's the question?

1 MS. HIGHTMAN: The question is -- I just want to
2 make sure that we understood a prior answer -- that
3 is it true that the cable augment interval will be
4 thirty days in all cases, regardless of the splitter
5 roll-out schedule. That's my question.

6 THE WITNESS: No, no. That's never been
7 stated.

8 (Whereupon the proceedings were
9 off the record while Reporter
10 Davis replenished the steno
11 paper supply.)

12 EXAMINER WOODS: Just for the record, Mr. Binnig
13 objected to the question as being well outside the
14 scope of the previous redirect as well as the
15 recross. I've overruled his objection and instructed
16 the witness to answer the question.

17 MS. HIGHTMAN: So then it is subject to the
18 splitter roll-out schedule, the augments?

19 THE WITNESS: No. If I could just explain to
20 clear it all up, the thirty days that we reference,
21 and I reference in my testimony, is if the CLEC wants
22 to reuse existing cabling and they want to give us

1 that count to put in our switch database for line
2 sharing; that if they will provide us with the
3 application, and it's not an augment, it's just
4 redesignation, that we will provide those changes and
5 we will provide that information back to the CLECs,
6 have it in our databases within thirty days.

7 Now, the collocation interval for augments
8 is the collocation tariff. There isn't anything for
9 augments in Ameritech that's being offered. It's the
10 regular collocation tariff that could have been used
11 under just the regular application for augments. It
12 doesn't have to be line sharing. I mean you could do
13 augments with the normal collocation interval.

14 MS. HIGHTMAN: I appreciate the indulgence.

15 EXAMINER WOODS: That's quite all right, because
16 it sounds to me like we don't have an argument
17 anymore.

18 MS. HIGHTMAN: No. I just wanted to
19 understand.

20 EXAMINER WOODS: Follow-up on that?

21 MR. BINNIG: No follow-up on that, Your Honor.

22 EXAMINER WOODS: Thank you.

1 (Witness excused.)

2 EXAMINER WOODS: Let's go off the record.

3 (Whereupon at this point in
4 the proceedings an
5 off-the-record discussion
6 transpired.)

7 EXAMINER WOODS: This cause is continued to July
8 7, 2000, at 10:00 A.M.

9 (Whereupon the case was
10 continued to July 7, 2000, at
11 10:00 A.M. in Springfield,
12 Illinois.)

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1 STATE OF ILLINOIS)
)SS
2 COUNTY OF SANGAMON)
3 CASE NO.: 99-0213 and 99-0213 CONSOLIDATED
4 TITLE: COVAD COMMUNICATIONS COMPANY
5 RHYTHMS LINKS, INC.
6
7

8 CERTIFICATE OF REPORTER

9 I, Cheryl A. Davis, do hereby certify that I am
10 a court reporter contracted by Sullivan Reporting
11 Company of Chicago, Illinois; that I reported in
12 shorthand the evidence taken and proceedings had on
13 the hearing on the above-entitled case on the 6th day
14 of July, 2000; that the foregoing 202 pages are a
15 true and correct transcript of my shorthand notes so
16 taken as aforesaid and contain all of the proceedings
17 directed by the Commission or other persons
18 authorized by it to conduct the said hearing to be so
19 stenographically reported.

20 Dated at Springfield, Illinois, on this 7th day
21 of July, A.D., 2000.
22

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